

PICMECREATIONS PRIVACY POLICY

Picmecreations is committed to protecting your personal information and adheres to the principles outlined in the South African **Protection of Personal Information Act (POPIA)**. We collect your personal information only for specified, explicit, and lawful purposes and will take appropriate measures to ensure your data is handled securely and in accordance with your privacy rights."

This Privacy Policy describes how your personal information is collected, used, and shared when you visit or make a purchase from www.picmecreations.co.za (the "Site").

PERSONAL INFORMATION WE COLLECT

When you visit the Site you agree to our Privacy Policy as stated below.

Once our site is accessed, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device.

Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site in order to improve our customer service, marketing, product improvement, and fulfilment of orders.

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We refer to this automatically-collected information as "Device Information."

WE COLLECT DEVICE INFORMATION USING THE FOLLOWING TECHNOLOGIES:

- “Log files” track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.
- “Web beacons,” “tags,” and “pixels” are electronic files used to record information about how you browse the Site.

Additionally when you make a purchase or attempt to make a purchase through the Site, we collect certain information from you, including your name, billing address, shipping address, payment information (including credit card numbers, payment account details, etc.), email address, and phone number.

We refer to this information as “**Order Information.**”

When we refer to “**Personal Information**” in this Privacy Policy, we are referring to both Device Information and Order Information.

HOW DO WE USE YOUR PERSONAL INFORMATION?

We use the Order Information that we collect generally to fulfill any orders placed through the Site (including processing your payment information, arranging for shipping, and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to:

- I. Communicate with you;
- II. Screen our orders for potential risk or fraud; and

- III. When in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services.
- IV. Improve our customer service
- V. Product improvement,
- VI. And fulfilment of orders.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site, and to assess the success of our marketing and advertising campaigns).

SHARING YOUR PERSONAL INFORMATION

In terms of the Protection of Personal Information Act 4 of 2013 “POPIA” we share your Personal Information with third parties to help us use your Personal Information, as described above.

For example, we use Shopify to power our online store--you can read more about how Shopify uses your Personal Information here: <https://www.shopify.com/legal/privacy>.

We also use Google Analytics to help us understand how our customers use the Site--you can read more about how Google uses your Personal Information here: <https://www.google.com/intl/en/policies/privacy/>.

You can also opt-out of Google Analytics here:
<https://tools.google.com/dlpage/gaoptout>.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

The safety of your Personal and Order information from unauthorized access remains our top priority, and as such we undertake to safeguard your Personal and Order information to the best of our ability by implementing the necessary security measures.

BEHAVIOURAL ADVERTISING

As described above, we use your Personal Information to provide you with targeted advertisements or marketing communications we believe may be of interest to you, with your consent thereto. For more information about how targeted advertising works, you can visit the Network Advertising Initiative's ("NAI") educational page at <http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work>.

You can opt out of targeted advertising by:

INCLUDE OPT-OUT LINKS FROM WHICHEVER SERVICES BEING USED.

COMMON LINKS INCLUDE:

FACEBOOK - <https://www.facebook.com/settings/?tab=ads>

GOOGLE - <https://www.google.com/settings/ads/anonymous>

BING - <https://advertise.bingads.microsoft.com/en-us/resources/policies/personalized-ads>

Additionally, you can opt out of some of these services by visiting the Digital Advertising Alliance's opt-out portal at: <http://optout.aboutads.info/>.

DO NOT TRACK

Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

YOUR RIGHTS

If you are a South African resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us by sending an e-mail to info@picmecreations.co.za.

Additionally, if you are a European resident we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above. Additionally, please note that your information will be transferred outside of Europe, including to Canada and the United States.

DATA RETENTION

When you place an order through the Site, we will maintain your Order Information for at least 1 (one) year for our record purposes unless and until you ask us to delete this information.

You may also request that your personal information be altered or updated at any time.

CHANGES

We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

Cookies

We employ the use of cookies. By accessing www.picmcreations.co.za, you agreed to use cookies in agreement with the Picmcreations's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

License

Unless otherwise stated, Picmcreations and/or its licensors own the intellectual property rights for all material on www.picmcreations.co.za. All intellectual property rights are reserved. You may access this from www.picmcreations.co.za for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

- Republish material from www.picmcreations.co.za
- Sell, rent or sub-license material from www.picmcreations.co.za
- Reproduce, duplicate or copy material from www.picmcreations.co.za
- Redistribute content from www.picmcreations.co.za

This Agreement shall begin on the date of first access to www.picmcreations.co.za.

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. Picmcreations does not filter, edit, publish or review Comments prior to their presence on the website.

These comments do not reflect the views and opinions of Picmcreations, its agents and/or affiliates. Comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, Picmcreations shall not be liable for the Comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

Picmcreations reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- The Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant Picmcreations a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

Hyperlinking to our Content

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Picmcreations; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the

linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you may inform us by sending an e-mail to Picmcreations. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. A response may be expected within 2-3 weeks.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of Picmcreations's logo or other artwork will be allowed for linking absent a trademark license agreement.

iFrames

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our Website.

Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us at any moment. We will consider requests to remove links however, we are not obligated to respond to you directly and reserve the right to apply our discretion thereto.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains

available or that the material on the website is kept up to date, however we do aspire to update the above in a reasonable and timeous manner.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

CONTACT US

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at info@picmecreations.co.za or by mail using the details provided below:

475, Louise Street, Pretoria Gardens, 0181, Pretoria , GP, South Africa