

TERMS AND CONDITIONS, PRIVACY AND COOKIE POLICIES

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY WHEN WE DO BUSINESS TOGETHER:

TERMS AND CONDITIONS FOR RETAIL PURCHASES OF OUR MAPS

Orders for the **retail purchase** of our maps are accepted subject to the following terms and conditions:

You can either purchase our map(s) from us or thru' one of our cooperating retail distributors.

When you purchase from one of our cooperating retail distributors, payment for the map(s) is according to THAT retailers' terms and conditions.

-HOW TO PURCHASE DIRECTLY FROM US-

Terms, Conditions, and Order Details when you purchase products directly from us:

1. Contact us thru' our email address, by phone, or by postal letter. No carrier pigeons please :)
2. Let us know how many maps you would like. WE will quote you a price including postage. The price of our "Original London 3D MAP AND GUIDE" is £5.95. No VAT is chargeable as maps are Zero rated in the UK.

The invoice we send you will detail everything we've discussed. We will NOT mark-up postage costs. You will pay what we're charged to post the maps to you. Not a penny more. We're not just funky and original, we're fair too.

3. When you receive the invoice, pay it in the manner we've agreed, easiest by credit/debit card thru' Square Card Processing / SquareUp Europe. This is our payment processor.
4. As soon as payment has been confirmed and received, your map/maps will be delivered to you.
5. You'll receive your maps very soon as promised, and have the feel-good factor you deserve :)

To order and send products to you we need the name and address of the person the map(s) will be sent to. The invoice will request this information. Please don't forget to include it.

To confirm your order and tell you when it has been shipped we need your email address. This may also be used if there is a problem delivering the item(s).

To take payment, our card processor will we need to know:

The name and billing address, and email of the person placing the order.

They may ask for your phone number in case there is a problem delivering the item. We do not use this for marketing purposes. Never. We hate spam too :)

Your payment will be processed via the invoice by our card processing company, Square Card Processing. You can view their privacy policy at:

"Square privacy policy" at Squareup Europe Ltd. <https://squareup.com/gb/en/2018/home>

When you log in to make a payment, all communication between your computer and Square is encrypted (using an SSL certificate). In your browser, you should see a padlock next to where you would type in our web address to visit the site.

ADDITIONAL INFO.

When you pay the invoice issued to you, this will confirm you agree with the amount charged for the product, and the associated costs related to the manner we will be delivering the product to you.

In other words, there's an obvious difference in cost when we ship to Australia in comparison to the UK! We will minimize postage/transit/packaging costs and have *no interest making money from this*. We just want you to enjoy our funky map.

Everything will be clear on the invoice and nothing you don't expect will happen. We don't like people that play funny games when we make payments. It's why Funky Map Media Limited has chosen to partner with Square as our payment provider of choice. They're big, experienced, and keep us ALL safe.

The usual retail price of our "Original" London 3D Map and Guide is £5.95 and we do not charge VAT as maps are Zero rated. We may offer discounts on multiple map purchases and also have other products available that are different prices.

Contact us about prices on other products we may produce.

RETURN POLICY AND GUARANTEE FOR RETAIL CUSTOMERS

We guarantee you will be very happy with your Funky Map. If for any reason you don't love it, please return it to us in any condition within one year of purchase date. We will refund to you the entire price you paid (less our postage cost sending it to you). Now that provides the feel-good factor too :)

Copyright

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TERMS AND CONDITIONS FOR PRODUCTION OF PROMOTIONAL MAPS

Orders for the production of a custom/tailor made promotional map for your company are accepted subject to the following conditions:

The order

The placing of an order constitutes an assurance that the information provided is legal and complies with the British Codes of Advertising and Sales Promotions, with any relevant codes of practice and with the requirements of current UK legislation.

You acknowledge we may select and/ or reject any material for publication at our sole discretion.

You, the client we will produce promotional maps for and/or your advertising agency agree to indemnify Funky Map Media Limited in respect of all costs, damages, or other charges falling upon the publication as a result of legal actions or threatened legal actions arising from the publication of the promotional map.

Subject to the conditions set out below, Funky Map Media Limited warrants that the final agreed map will correspond with the order at the time of publication or any proof subsequently provided to the client by Funky Map Media Limited. The client is under a strict duty to check any proof supplied carefully and to notify Funky Map Media Limited of any amendments required prior to the production date as a condition of the warranty contained in this clause.

Furthermore, it is the responsibility of the client to check the details associated with any series of maps and to notify the Funky Map Media Limited immediately of any errors. This responsibility is a condition of the warranty contained within this clause

The above warranty is given by the Publisher subject to the following conditions:

Funky Map Media Limited shall be under no liability under the above warranty if the total price for the advertisement has not been paid by the due date for payment.

Any claim by the client that the final proof map does not correspond with the order or any proof subsequently provided to the client by Funky Map Media Limited shall be notified to Funky Map Media Limited within 7 days prior to the date of publication of the map.

Where any valid claim that the map does not correspond with the order or any proof subsequently provided to the client by the Funky Map Media Limited is made, Funky Map Media's Limited liability shall not exceed the higher of:

The amount of a full refund of any price paid to the Publisher for the map production in connection with which the liability arose, or

The cost of a further or corrective publication of the type and standard reasonably comparable to that in connection with which the liability arose.

The Publisher shall not be liable to the client by reason of any representation or any implied warranty, condition or other term or any duty at common law under the express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise) which arose out of or in connection with the order or its implementation except as expressly provided in these Conditions.

Cancellation of an order

Any cancellation of the order must be made in writing to Funky Map Media Limited. No cancellation of an order can be accepted later than 7 days before the order is intended to be produced and printed (production date).

Copyright

Copyright 2017 - All rights reserved. No part of any of our works and/or publications, may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of the copyright owner Funky Map Media Limited.

Any person or persons who do any unauthorised acts in relation to our website or publications may be liable to criminal prosecution and civil claims for damages.

Specifically, this means:

That the copyright for all purposes in all artwork, copy and other material which the Funky Map Media Limited or their employees have originated, contributed to or reworked shall vest with Funky Map Media Limited

However:

Funky Map Media Limited is authorised to record, reproduce, publish, distribute and broadcast (or to permit the same) all custom/tailor made maps (including but not limited to text, artwork and photographs) and to include and make them available in any information service, electronic or otherwise.

The placing of an order by a client, or the clients advertising agency, constitutes an assurance that all necessary authority and permission in regards to materials has been secured in respect of the use in the map.

The clients artwork, film and other property is held by the publisher at the clients risk and should be insured by him against loss or damage from whatever cause. Funky Map Media Limited reserves the right to destroy without notice all artwork, film and other property which has been in our custody for six months from the date of its last appearance in an advertisement unless the advertiser has given instructions to the contrary.

Payment/Finance

The due date for payment shall be 45 days from production of the clients map.

When the sum owing has not been paid to the publisher within 45 days of invoice, a surcharge of 2.5% will be applied on the gross rate. When the sum owing has not been dispatched by one further month after, a further surcharge of 3% will be added.

The existence of a query on any individual item in an account shall not affect the due date of payment of the balance of the account.

Terms of use with respect to submitted materials

- Funky Map Media Limited will not be liable for any loss, damage or personal injury whatsoever suffered or sustained by any person or entity that results from or arises out of the use of a map we custom make and/or tailor make for the locational promotion of your company.

You indemnify and holds harmless Funky Map Media Limited Ltd, its subsidiaries and affiliates, against any loss, damages, costs or claims, including attorney's fees, arising out of a breach of any of the foregoing representations and warranties.

You acknowledge we may select or reject any material for publication at our sole discretion.

Miscellaneous

If you are a retailer carrying and selling our products, you will be subject to the terms and conditions contract you signed with us.

PRIVACY POLICY

This privacy policy will set out how Funky Map Media Limited uses and protects information that you provide if/when you use our website and purchase our products.

Funky Map Media Limited is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

Funky Map Media Limited can and may change this policy from time to time by updating this page. Customers are advised to check this page for any updates to ensure that you accept any changes. This policy is effective from April 12th 2018.

What we collect

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as your postcode

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Our Internal record keeping.
- We may use the information to improve our products and services.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

Links to other websites

Our website may from time to time contain links to other websites. Once you have used these links to leave our site, we do not have any control over other websites. Therefore, we cannot be responsible for the protection and privacy of any information which you provide while visiting such sites and they are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the specific website in question.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- if you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to let us use your personal information for direct marketing purposes, you can change your mind at any time by writing to or emailing us.

We promise we won't sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

You may request details of personal information which we hold about you under the Data Protection Act 1998. If you would like a copy of the information held on you please write to us!

If you believe that any information we are holding on you is incorrect or incomplete, please contact us as soon as possible, thru' our e mail address and we will promptly correct any information found to be incorrect.

Cookies

Cookies and how they Benefit You

Our website uses cookies. Most websites do. We do this to help provide you with the best experience possible. Cookies are small text files that are placed on your computer or mobile phone when you browse different websites. No, they don't contain chocolate chips. (LOL LOL).

Our cookies help us:

- Make our website work as you'd want and expect.
- Remember your settings during and between visits.
- Improve the speed/security of the site.
- Allow you to share pages with social networks like Facebook.
- Continuously improve our website for you.

We do not use cookies to:

- Collect any personally identifiable information (without your express permission).
- Collect any sensitive information (without your express permission).
- Pass data to advertising networks.
- Pass personally identifiable data to third parties.
- Pay sales commissions to anyone.

You can learn more about all the cookies we use below.

Granting us permission to use cookies

If the settings on your software that you are using to view this website (your browser) are adjusted to accept cookies we take this, and your continued use of our website, to mean that you are cool with this. Should you wish to remove or not use cookies from our site you can learn how to do this below, however doing so will likely mean that our site may or will not work as well as you might like.

Our own cookies

We use cookies to make our website work including:

Remembering your search settings.

Allowing you to add comments to our site.

There is no way to prevent these cookies being set other than to not use our site.

Social Website Cookies.

The privacy implications on this will vary from social network to social network and will be dependent on the privacy settings you have chosen on these networks.

Anonymous Visitor Statistics Cookies

We use cookies to compile visitor statistics such as how many people have visited our website, what type of technology they are using (e.g. Mac or Windows which helps to identify when our site isn't working as it should for specific technologies), how long they spend on the site.

This helps us to continuously improve our website.

We use Google Analytics as we think it's the BEST!

Turning Cookies Off

You can usually switch cookies off by adjusting your browser settings to stop it from accepting cookies. Doing so however will likely limit the functionality of our and a large percentage of the world's websites as cookies are "standard procedure" of most modern websites

It may be that you have concerns around cookies, specifically how they relate to so called "spyware". Rather than switching off cookies in your browser you may find that anti-spyware software achieves the same goals by automatically deleting cookies considered to be invasive. Learn more about managing cookies with antispymware software on google. It works well!

Our Registered office Address is:

Funky Map Media Limited

71-75 Shelton Street

Covent Garden, LONDON

WC2H 9JQ

Registered in England and Wales

Company # 11294073