

## **A. TERMS AND CONDITIONS**

### **GENERAL USE OF WEBSITE AND ONLINE PURCHASE OF PRODUCTS**

Welcome to the Essential Seeing website terms and conditions for use. These terms and conditions apply to the use of this website at <http://www.essentialseeing.com>. By accessing this website and/or placing an order, You agree to be bound by these terms and conditions.

Using this website indicates that You accept these terms regardless of whether or not You choose to register with us or order from us.

The [www.essentialseeing.com](http://www.essentialseeing.com) website is operated by Rafael Rojas Fine Art Photography, a company registered in Switzerland. Our company registration number is CHE-495.732.492. We are registered for VAT with the number CHE-115.338.193

Our contact details are as follows:

Trading address:  
Ruelle des Ormeaux 28  
1635 La-Tour-de-Trême  
Switzerland  
General email: [info@essentialseeing.com](mailto:info@essentialseeing.com)  
Phone number: +41 79 788 69 30

#### **A1. INTRODUCTION**

A1.1 You will be able to access most areas of this Website without registering your details with us. Certain areas of this Website are only open to You if You register.

A1.2 We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the current terms and conditions, because they are binding on You. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If You do not wish to accept any new terms and conditions after we have given notice, You should not continue to use this Website.

#### **A2. ORDERING FROM US**

A2.1 You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process You will be given the opportunity to check your order and to correct any errors. We will send You an order acknowledgement, detailing the products You have ordered.

A2.2 Our acceptance of an order takes place when we despatch the order. We will send you a despatch confirmation by email. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified You that we do not accept your order, or You have cancelled your order.

A2.3 We may refuse to accept an order:

- (a) where goods are not available;
- (b) where we cannot obtain authorisation for your payment;
- (c) if there has been a pricing or product description error; or
- (d) if you do not meet any eligibility criteria set out in our terms and conditions.

### **A3. PRICING**

A3.1 Our prices do not include VAT. VAT charges will appear at the checkout and will only be applied to customers of Switzerland if applicable.

A3.2 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this Website.

A3.3 Our prices are reviewed regularly.

### **A4. CANCELLATIONS AND RETURNS POLICY**

In the case of products purchased on our website: Books, electronic books, Fine Prints (framed or unframed), audio-visual material,

A4.1 If you wish to cancel your order:

- (a) You can notify us by email to [info@essentialseeing.com](mailto:info@essentialseeing.com) before we have dispatched the goods to You; or
- (b) where goods have already been dispatched to You, by returning goods to us in accordance with clause A4.2 below.

A4.2. You can return goods you have ordered from us for any reason at any time within 30 days of receipt for a full refund or exchange. The costs of returning goods to us shall be borne by You.

A4.3. Upon receipt of the goods we will give You a full refund of the amount paid or an exchange credit as required.

A4.4. The rights to return the goods to us as referred to in clause A4.3 will not apply in the following circumstances:

- (a) in the event that the product has been used;
- (b) to any products that we have made or customised specifically for You, including personalised frame and mat choices;
- (c) to any downloadable products like electronic books or audio-visual material purchased from our website

The provisions of this clause A4.4 do not affect your statutory rights.

### **A5. LICENCE**

A5.1 You are permitted to print and download extracts from this Website for your own use on the following basis:

- (a) no documents or related graphics on this Website are modified in any way;
- (b) no graphics on this Website are used separately from accompanying text; and
- (c) any of our copyright and trademark notices and this permission notice appear in all copies.

A5.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with clause A5.1 above for any purpose is prohibited. If You breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and You must immediately destroy any downloaded or printed extracts from this Website.

A5.3 Subject to clause A5.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

A5.4 Any rights not expressly granted in these terms are reserved.

## **A6. SERVICE ACCESS**

A6.1 While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

A6.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

## **A7. VISITOR MATERIAL AND CONDUCT**

A7.1 Other than personally identifiable information, which is covered under the Privacy Policy, any material You transmit or post to this Website will be considered non-confidential and non-proprietary.

A7.2 You are prohibited from posting or transmitting to or from this Website any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- (b) for which You have not obtained all necessary licences and/or approvals;
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in Switzerland or any other country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

A7.3 You may not misuse the Website (including, without limitation, by hacking).

A7.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses A7.2 or A7.3.

## **A8. LINKS TO AND FROM OTHER WEBSITES**

A8.1 Links to third party websites on this Website are provided solely for your convenience. If You use these links, You leave this Website. We have not reviewed all these third-party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If You decide to access any of the third-party websites linked to this Website, You do so entirely at your own risk.

A8.2 If You would like to link to this Website, You may only do so on the basis that You link to, but do not replicate, the home page of this Website, and subject to the following conditions:

- (a) You do not remove, distort or otherwise alter the size or appearance of the Essential Seeing logo;
- (b) You do not create a frame or any other browser or border environment around this Website;
- (c) - you do not in any way imply that we are endorsing any products or services other than our own;
- (d) You do not misrepresent your relationship with us nor present any other false information about us;
- (e) You do not otherwise use any Essential Seeing trademarks displayed on this Website without our express written permission;
- (f) You do not link from a website that is not owned by You; and
- (g) Your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

We expressly reserve the right to revoke the right granted in this clause A8.2 for breach of these terms and to take any action we deem appropriate.

A8.3 You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach of clause A8.2.

## **A9. REGISTRATION**

A9.1 Each registration is for a single user only. We do not permit You to share your user name and password with any other person nor with multiple users on a network.

A9.2 Responsibility for the security of any passwords issued rests with You and if You know or suspect that someone else knows your password, You should contact us immediately.

A9.3 We may suspend or cancel your registration immediately at our reasonable discretion or if You breach any of your obligations under these terms and conditions.

## **A10. DISCLAIMER**

A10.1 While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

A10.2 The material on this Website is provided “as is” without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide You with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

## **A11. LIABILITY**

A11.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to You or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

A11.2 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence; (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

A11.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, You assume all costs thereof.

A11.4 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by You, or your use of this Website, or the use by any other person using your registration details.

## **A12 GOVERNING LAW AND JURISDICTION**

A12.1 These terms and conditions shall be governed by and construed in accordance with Swiss law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Swiss courts in Fribourg, Switzerland.

A12.2 We do not warrant that materials/items for sale on the Website are appropriate or available for use outside Switzerland. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If You access this Website from locations outside Switzerland, You do so at your own risk and You are responsible for compliance with local laws.

## **A13 MISCELLANEOUS**

A13.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.

A13.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

A13.3 Only the parties to these terms and conditions may seek to enforce them under the Contract.

## **B. PARTICULAR TERMS AND CONDITIONS FOR PHOTO TRIPS, WORKSHOPS AND CREATIVE RETREATS**

### **B1. BOOKING**

#### *B1.1 The preliminary information*

The preliminary information is composed of the particular brochure for each of the Photo Trips, Workshops or Creative Photo Retreats (if available), the information given on our website <http://www.essentialseeing.com> and these general conditions. It must be particularly noted that by signing up to any of our Photo Trips, Workshops or Creative Photo Retreats You fully adheres to the information and conditions contained in all the above-mentioned documents. Essential Seeing reserves the right to modify certain information contained in the Photo Trips, Workshops or Creative Photo Retreats documents if the circumstances make it necessary (transportation, lodging, meals provided, transport, tours, excursions and other services included in the package, etc ...), but always respecting the same quality level of the original expected services. In the rare cases where some changes are necessary, You will be informed promptly by mail or e-mail.

#### *B1.2 The booking process*

The booking process for all our Photo Trips, Workshops or Creative Photo Retreats takes place online on our website [www.essentialseeing.com](http://www.essentialseeing.com). If places are available, You will be able to proceed to the booking of one or several places. Upon reception of your booking form, You will be sent an invoice with the bank account information to proceed to the payment of the deposit and/or balance, by means of wire transfer. Only at the moment of reception of your payment your place will be considered booked. From the moment You are sent the invoice, we will need to receive the payment within a week, otherwise your place might be lost. Once we receive your payment into our bank account, we will send you an official confirmation of your place(s) being reserved. Please note that all bookings are made on a first come-first served basis. No booking will be guaranteed by phone. Only the online booking and down payment for the Photo Trips, Workshops or Creative Photo Retreats will serve to secure a place.

Bookings can be made up to the day before the beginning of the Photo Trips, Workshops or Creative Photo Retreats within the limits of available places, provided that the event has not been cancelled due to weather conditions, insufficient number of participants or any major cause. Essential Seeing may admit minor with signed parental consent (parents release authorizing the participation of a minor).

### **B2. PAYMENT**

For each event such as Photo Trips, Workshops or Creative Photo Retreats, You will be able to find the deposit amount in its detailed website page and/or brochure. You will have the choice of paying a down payment at the moment of booking and the balance later on or paying at once the full amount at the moment of booking. You will mark your option when filling the booking form of any of our learning events.

For the deposit, balance or full payment, You will receive an invoice from Essential Seeing with all the payment details. Payments need to be done by wire transfer into our bank account. Upon reception of the payment, You will be sent a confirmation of payment.

In the case You choose to pay the down payment or deposit only to reserve the place, this will need to be made by wire transfer into our bank account and received by Essential Seeing within a week after we send you the invoice.

The payment of the balance will need to be made at least 120 days prior to the departure date, otherwise You might lose his place and with it the down-payment amount already paid.

When You are booking any learning event less than 120 days prior to the starting date, the payment in full will need to be done. Upon reception of your booking form, You will be sent an invoice corresponding to the total amount of the Photo Trips, Workshops or Creative Photo Retreats.

#### *B2.1 Particular case of gift certificates*

In the case where You have a gift certificate issued by Essential Seeing, it can be used for full or partial payment of a Photo Trips, Workshops or Creative Photo Retreats. Just provide us the gift certificate number in the “message” area of the booking form, and we will apply the deduction to the invoice.

### **B3. INSURANCE**

All Photo Trips, Workshops or Creative Photo Retreats participants must be in possession of Health and Accident insurance, including repatriation in case of foreign destinations and valid for the destination location and the period when the event will take place. A copy of this policy will be asked to the participants of all Photo Trips, Workshops or Creative Photo Retreats before departure. Not presenting it might entitle Essential Seeing to cancel the booking of a participant, who will lose any right of reimbursement or compensations for the cancelled place.

Furthermore, for our Photo Trips, Workshops or Creative Photo Retreats it is compulsory that our participants conclude a Cancellation insurance.

### **B4. PRICE**

B4.1 The prices applicable to the Photo Trips, Workshops or Creative Photo Retreats are those appearing on the website [www.essentialseeing.com](http://www.essentialseeing.com) site or on the brochures published by Essential Seeing.

B4.2 Prices are quoted per person in Swiss francs and VAT is not included.

B4.3 Prices do not include the provision of photographic equipment and other types of equipment needed such as camping and hiking materials, etc.

B4.4 Due to currency fluctuations, or tours being advertised before the final costs for that year are known, it may be necessary to raise the prices of a Photo Trips, Workshops or Creative Photo Retreats at any time before final payment is due, if costs should increase beyond our control. An increase in the price shall not be sufficient grounds for any refund already paid for the tour nor is it accepted as a reason to cancel the trip.

### **B5. MODIFICATIONS**

#### *B5.1 Changes made by You*

(a) Before arrival time: If You arrive early, it is your responsibility to meet the group at the determined place and time without penalizing the rest of the participants and the normal progress of the Photo Trips, Workshops or Creative Photo Retreats.

(b) Late arrival: If You arrive late, it is your responsibility to find the group at your expense without adversely affecting the normal progress of the Photo Trips, Workshops or Creative Photo Retreats. No refunds for missed days will be made.

(c) Early Departure: In case of early departure, You will bear the associated costs (transportation, lodging, etc.). If early departure is due to sickness or accident, You might make use of your (compulsory) insurance against sickness, accident and the eventual repatriation if necessary. Any participant leaving a Photo Trips, Workshops or Creative Photo Retreats before its end will not be entitled to claim the refund of monies paid.

### *B5.2 Changes made by Essential Seeing*

Before the beginning of a Photo Trips, Workshops or Creative Photo Retreats or while it is held, Essential Seeing might be, in the case of exceptional and unpredictable events, led to change or modify without notice parts of the itinerary or original plan, transport services and/or accommodation. In this situation, solutions will be provided which will guarantee equivalent quality and conditions to those originally expected if possible.

Essential Seeing is not responsible for incidents or events unforeseeable and external to Essential Seeing that could affect the normal progress of a Photo Trips, Workshops or Creative Photo Retreats. Consequently, Essential Seeing reserves the right to adapt / modify the itinerary / plan if conditions require such, rearranging itineraries and / or alternative activities.

No refund will be made for any unused services that are included in the price. In the unlikely event that the leader(s) of an Essential Seeing Photo Trips, Workshops or Creative Photo Retreats have to cancel due to ill health or for any other reason, we reserve the right to provide a substitute for the trip. This is no reason for a participant to cancel his/her booking.

## **B6. CANCELLATIONS**

### *B6.1 Cancellation by You*

All cancellations must be received by Essential Seeing as soon as possible and always in written form (email or letter).

In the event of Your cancellation, the following cancellation fees apply:

- (a) 90 days or more before the date of departure: The deposit fee;
- (b) 89 to 61 days before the date of departure: 50% cancellation fee;
- (c) 60 days or less before the date of departure: 100% cancellation fee.

If part of the payment was made with a gift certificate, and if You are entitled in accordance with the conditions mentioned above to receive a rebate at least equal to the amount of the gift voucher, the voucher will be returned to its owner, and a cash refund will be made for the balance (if any).

### *B6.2 Cancellation by Essential Seeing*

If Essential Seeing should cancel a Photo Trips, Workshops or Creative Photo Retreats for any reason whatsoever, You will be notified in written form. In the exceptional case of a cancellation, Essential Seeing will refund the full amount You will have paid and this refund will be the limit of Essential Seeing liability. Essential Seeing will not be responsible for any expenses incurred by You in preparing for the tour, including non-refundable or penalty carrying airline tickets, special clothing, visa or passport fees, or other tour related expenses.

One of the reasons for which a Photo Trips, Workshops or Creative Photo Retreats might be cancelled is due to an insufficient number of participants (see details given for each Photo Trips, Workshops or Creative Photo Retreats). In the event of an insufficient number of participants you will be notified at least 10 days before the beginning of the Workshop and 8 weeks before the beginning of a Photo Trip and Creative Photo Retreat. This would involve the cancellation and refund of any moneys You will have paid. However, if all participants accept, the Photo Trips, Workshops or Creative Photo Retreats could be maintained at an extra cost calculated by Essential Seeing as a prorate of the number of participants.

In the case of incidents or events unforeseeable and external to Essential Seeing that might affect a Workshop, Photo Trip or Creative Retreat, Essential Seeing reserves the right to postpone to a later date the event or cancel the event definitely.

## **B7. DISCLAIMER**

### *B7.1 Liability of Participants*

All participants in Essential Seeing Photo Trips, Workshops or Creative Photo Retreats should be aware that by taking part in a Photo Trips, Workshops or Creative Photo Retreats they can run certain risks related to travel, transportation, outdoor activities, eventual remoteness of medical facilities, etc. They assume all risks (injuries, property damage, death, medical expenses, repatriation expenses, transportation costs for abandonment of the workshop, economic losses, etc.), and hereby release Essential Seeing and its mother company Rafael Rojas Fine Art Photography and hold it free from any and all liability, actions, causes of actions, debts, claims, and demands of every kind and nature in connection with their participation in any Photo Trips, Workshops or Creative Photo Retreats arranged by Essential Seeing. The terms hereof shall serve as a release and assumption of all risk for You, Yours, executors and administrators, and for all members of Your family.

When booking a Photo Trips, Workshops or Creative Photo Retreats with Essential Seeing, all clients automatically agree to have read, understood and accepted these Terms and Conditions, which constitute a binding contract between Essential Seeing and You. Also, You agree to have reviewed the preliminary information given by Essential Seeing concerning the particular Photo Trips, Workshops or Creative Photo Retreats, have correctly prepared yourself and arrive at the meeting point of the Photo Trips, Workshops or Creative Photo Retreats with the necessary equipment indicated. Essential Seeing will not take any responsibility for clients who are inadequately prepared physically and / or equipment-wise, in which case the clients may be refused to join the event and lose any right of reimbursement.

All participants are financially liable for property and personal damage, even accidental, caused to third persons or property, including those owned by Essential Seeing. The participants are strongly advised to make provisions for these eventual events by arranging insurance for civil responsibility (or similar). Each participant is responsible for himself / herself and his / her own material / equipment. Essential Seeing assumes no liability for any loss, damage or theft of luggage, clothing, photographic equipment or personal items of its clients, which should remain under supervision of the client for the duration of the Photo Trips, Workshops or Creative Photo Retreats.

Participants should be in reasonable health and supply their own medication for any medical conditions they may have. Any special dietary problems, illnesses, physical or mental impairments or phobias must be disclosed in writing when confirming a booking. Special requirements can generally be accommodated, but this may involve a surcharge on the prices.

### *B7.2 Liability of Essential Seeing*

Essential Seeing is responsible for doing its utmost to guarantee that the progress of Photo Trips, Workshops or Creative Photo Retreats takes place as expected according to the information given in the preliminary information, and to maximize the learning and travel experience of its clients. However, Essential Seeing will not assume responsibility for services that are beyond its control, such as lifts, huts, mountain cabins, hotels, restaurants, tented camps, exterior suppliers, airlines and transportation companies. Under no circumstances will Essential Seeing be liable for additional costs, loss, damage or personal injury, death, economic losses and delays caused by third party agencies or companies, if not directly related to negligence by Essential Seeing itself.

Essential Seeing cannot be held responsible for incidents or events unforeseeable and external to Essential Seeing happening before, during or after the Photo Trips, Workshops or Creative Photo Retreats such as war, political unrest, strikes, incidents caused by terrorist activity, natural or nuclear accidents, evacuations, pandemics, maintenance problems of means of transportation, schedule changes, fires, technical problems beyond the control of Essential Seeing, airspace congestion, bad weather, safety measures, failure, etc. causing delays and / or changes in itinerary or making the event impossible from taking place, for which the client will bear any additional costs associated with such events (but not those relating to the provision of the original contractual benefits or agreed to replace them).

Essential Seeing is not responsible for adverse conditions that could affect the good progress of a Photo Trip, Workshop or Creative Photo Retreat. Essential Seeing reserves the right to modify the program schedule / plan if conditions require so, arranging alternative itineraries and / or activities. In these circumstances, no refund will be granted (partial or total) to the participants. In extreme cases and to ensure the safety of participants, Essential Seeing reserves the right to postpone to a later date or cancel a Workshop, Photo Trip or Creative Photo Retreat permanently. In both situations mentioned, all participants will be reimbursed with the totality of the paid amount, but excluding the cancellation fees corresponding to accommodation, which will depend on the particular conditions of the establishments where overnight accommodation was to be held during the of Photo Trips, Workshops or Photo Retreats.

## **B8. PRIVACY POLICY**

Essential Seeing commits to respect the legislation on protection of personal data and commits not to provide, in any form or condition, this information to other organizations or companies. Essential Seeing is committed, also, to adopt the necessary security measures to ensure the protection of clients' personal data against possible misuse or against unauthorized access. Please, consult our separate document Privacy Policy.

## **B9. EXCLUSIVITY**

You are not allowed to organize, host, promote or sell photo trips, tours or workshops to locations you visited with Essential Seeing, within 5 years of joining a trip. In case of violation, a penalty of 30.000 CHF per year is applicable.

## **B10. PARTICULAR RESTRICTIONS**

Participants drones are prohibited on all our workshops.

We do not permit smoking in the vehicles, within the proximity of any of the participants or the instructors, guides, or indoors at any time. Please let us know if you are a smoker.

We reserve the right to ask you to leave the workshop, photo-trip or creative photo-retreat without any refund for any, but not limited to any of the following reasons:

(a) Insulting behaviour towards trip leaders, other participants or any people we have contact with such as drivers or guides;

(b) Any unlawful acts against local culture and/or authorities;

(c) Any improper behaviour towards animals, plants, geological formations or any other natural forms.

We take very seriously the preservation of the locations visited. For this reason, You are not allowed to share details about the location of the places visited, beyond the country name. This includes, but is not limited to, using geo-tagging in your images or posting images on social media where coordinates are indicated, or any other information that might help other individuals to locate the places where we have taken You.

## **B11. REPLACEMENT OF LEADERS DUE TO UNFORESEEN EVENTS**

Essential Seeing reserves the right to replace either one or both leaders of any workshop, photo trip or creative photo retreat, in case of unforeseen events, such as serious illness of (one of) the workshop leader(s) or one of their loved ones. Essential Seeing will do its utmost to replace a workshop leader by someone with the same set of skills but cannot guarantee this. Replacement of a workshop leader is under no circumstances sufficient grounds for a refund on payments already made for a workshop, photo-trip or creative photo retreat, nor is it accepted as a reason for You to cancel the trip.

### **B12. THIRD PARTIES**

During our travels, we use the services from various suppliers. Essential Seeing is not an owner of these companies nor do we operate them or are they our employees. This means that Essential Seeing cannot be held responsible for any negligent or wilful act or failure to act of any supplier or of any third party. This includes guides and drivers employed by the suppliers. By utilising the travel services of the suppliers, You agree that You will look to such suppliers for any accident, injury, property damage, or personal loss to You or to those travelling with You, and that Essential Seeing shall not be liable.

### **B13. FLEXIBILITY**

We travel in small groups, which gives us the advantage to change the program if a photographic opportunity arises or if local conditions forces us to do so. Essential Seeing reserves the right to make changes to itineraries, prior to departure or on location. Participants will be notified of any changes as soon as possible. No refund will be made for any unused services that are included in the tour price. In the unlikely event that any of the leader(s) of the Essential Seeing workshop, photo-trip or creative photo-retreat has to cancel due to ill health or for any other reason, we reserve the right to provide a substitute tour leader for the trip. This is no reason to cancel your booking. Participants should also be flexible when it comes to inconveniences caused by local conditions like roads, weather etc. Western standards cannot be guaranteed on all trips. Nor can Essential Seeing be held responsible for the amount of wildlife or particular weather-natural conditions that are seen that are beyond our control.

### **B14. APPLIABLE LAW**

These Particular Terms and Conditions for Photo Trips, Workshops or Creative Photo Retreats are subjected to Swiss law, with jurisdiction in Fribourg, Switzerland.

## **C. PARTICULAR TERMS AND CONDITIONS FOR MASTERCOURSE “PHOTOGRAPHY WITH INTENT”**

### **C1. PRELIMINARY INFORMATION**

#### *C1.1 The preliminary information*

The preliminary information is composed of the information given on our website <http://www.essentialseeing.com> the Essential Seeing general conditions and the particular terms and conditions corresponding to the MasterCOURSE “Photography with Intent”. It must be particularly noted that by signing up to our MasterCOURSE , You fully adheres to the information and conditions contained in all the above-mentioned documents. Essential Seeing reserves the right to modify information contained in the MasterCOURSE, but always respecting the same quality level of the original expected services.

### **C2. BOOKING AND PAYMENT**

The booking process for our MasterCOURSE takes place online on our website [www.essentialseeing.com](http://www.essentialseeing.com). To book your place, You will have to complete an application of enrolment online, providing us some information about you and your motivations to enrol in the learning programme.

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Upon reception of your application, and in case there are places available, we will contact you with the information to proceed to the payment of the fees of the MasterCOURSE.

Upon reception of your payment, You will receive an official welcome email and the invoice of your payment. You will also be able to create a personal account as a Student of the MasterCOURSE. From this moment, You will be granted access to the MasterCOURSE Student Area and Community platform for a duration of two years.

Please note that all bookings are made on a first come-first served basis. No booking will be guaranteed by telephone. Only the online application for enrolment and payment of the MasterCOURSE will serve to secure a place.

If there are no more places available when your application of enrollment is received, you will be given the possibility of signing up in our waiting list. When a place becomes available for you, You will be contacted, and at that moment You will be able to decide whether You want to enrol or not.

### **C3. PRICE**

The prices applicable to the MasterCOURSE are those appearing on the website [www.essentialseeing.com](http://www.essentialseeing.com) site or on the brochures published by Essential Seeing. Prices are quoted per person in Swiss francs and VAT is not included unless otherwise stated.

### **C4. REGISTRATION**

As a condition to enrolling in the MasterCOURSE and using our services, You are therefore required to open an account with Essential Seeing and select a password and username, and to provide registration information. The registration information you provide must be accurate, complete, and current at all times. It is Your responsibility

to inform Essential Seeing of any changes to that information (including in particular Your e-mail address).

Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your access to the Services, by either terminating your email access or your account. Any personal information that you provide to Essential Seeing is governed by the Essential Seeing Privacy Policy.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

You are responsible for maintaining the confidentiality of your password and are solely responsible for all activities resulting from the use of your password and conducted through your Essential Seeing account.

Our services are available to authorized representatives of legal entities and to individuals who are either (i) at least 18 years old or (ii) at least 14 years old, and who are authorized to access the Site by a parent or legal guardian. If You have authorized a minor to use the Site, You are responsible for the online conduct of such minor, and the consequences of any misuse of the Site by the minor. Parents and legal guardians are warned that the Site might display Visual Content containing nudity and violence that may be offensive to some

Each registration is for a single user only. On registration, You will choose a user name and password. Essential Seeing does not permit any of the following:

- (a) any other person sharing Your user name and password.
- (b) access through a single name and password being made available to multiple users on a network.

You are responsible for all use of the Site made by You or anyone else using Your user name and password (collectively, "ID") and for preventing unauthorised use of Your ID. If You believe there has been any breach of security such as the disclosure, theft or unauthorised use of Your ID or any payment information, You must notify Essential Seeing immediately.

## **C5. MEMBERSHIP AND ACCESS TO THE CONTENT**

Upon reception of the payment and registration, You will be granted access to the MasterCOURSE Student Area and Community platform for a period of two years. During this period, and at your own pace, You will be able to:

- (a) Download all the written material part of the MasterCOURSE in the Student Content Area.
- (b) Visualize in streaming all the videos part of the MasterCOURSE in the Student Content Area.
- (c) Have access to the online Community platform of the MasterCOURSE.
- (d) Hold a first online meeting with your tutor (PA1).
- (e) Submit the rest of the Practical Assignments to your Tutor for Assessment.
- (f) Make use of up to 6 sessions of 15 minutes of online one-to-one meetings with your Tutor.
- (g) Have your portfolio of images printed at the end of the MasterCOURSE.

At the end of the period of two years, your membership will expire, and You will stop having all the above-mentioned rights.

At the end of the two years, You will be able to pay an Alumni annual fee to be determined with Essential Seeing, in order to extend for a full year your access to the Student Content Area and Community Area (rights a, b, c). This will allow You to continue having access to all the learning material, including updates and additional modules in both the Student Content Area and Community platform. You will also have the right to post and interact with other students and the tutors in the Community platform.

However, as an Alumni member You will not have the right to submit any Practical Assignments and receive the corresponding Assessments, nor claim one-to-one meetings with tutors free of charge. For this reason, You should submit all your Practical Assignments in the period of two years after enrolment in order to have them assessed by your tutors. Only after completing all assessments will You receive at the end of the

MasterCOURSE a diploma by Essential Seeing certifying that You have successfully completed your studies, as well as the printed portfolio of 10 of your images worked during the Assignments.

As an Alumni member, You will, however, have the possibility to ask for one-to-one online meetings with tutors at an hourly rate to be defined with Essential Seeing.

## **C6. MODIFICATIONS**

Essential Seeing might be led to change or modify without notice parts of the MasterCOURSE, by modifying, adding or deleting parts of the learning program and its content, including practical assignments, video assessments and any content of the Community platform. In these circumstances, no refund will be granted (partial or total) to the participants

No refund will be made for any services that are included in the price of the MasterCOURSE and that were not used by the client within the two years from the moment of enrollment, for instance, tutor assessments not provided because the practical assignments were not sent by You or one-to-one consultation time not used by You.

In the unlikely event that the tutor of the MasterCOURSE that has been designated to You has to cancel, we reserve the right to provide a substitute tutor. This is no reason for a participant to cancel his/her booking in the MasterCOURSE or claim for any compensation.

If You are not satisfied with the tutor assigned to You for the duration of your MasterCOURSE, You should contact Essential Seeing in writing explaining the problem. Essential Seeing will try to solve the problem with the tutor, and, if this does not work, will try to do its best to assign You another tutor, if possible.

## **C7. CANCELLATIONS**

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### *C7.1 Cancellation by the client*

After enrolment, no cancellations can be accepted from You, and no financial reimbursement will be provided, full or partial. In the case the payment was chosen to be done in twelve different instalments, You will need to continue with the monthly payments until all the twelve instalments are paid, even if You cancel.

### *C7.2 Cancellation by Essential Seeing*

If Essential Seeing should cancel the MasterCOURSE for any reason whatsoever, You will be notified in written form. In the exceptional case of a cancellation, Essential Seeing will refund the full amount the client will have paid and this refund will be the limit of Essential Seeing liability. Essential Seeing will not be responsible for any expenses incurred by participants in preparing for the MasterCOURSE, including for instance photographic or computer equipment.

### *C7.3 Interruption by Essential Seeing*

If for any reason Essential Seeing should interrupt for a period of time the access to the MasterCOURSE platform (Student Area and Community), or the tutoring and community activities associated to the MasterCOURSE (Video Assessments, one-to-one meetings, reviews and community activity, etc), then all students should be granted a postponement of the deadline for termination of studies equal to the amount of time of incurred interruption. This will not grant to You the right to cancel the enrolment or claim for a financial compensation whatsoever.

## **C8. DISCLAIMER**

### *C8.1 Liability of Participants*

All participants in Essential Seeing MasterCOURSE assume all risks and hereby release Essential Seeing and its mother company Rafael Rojas Fine Art Photography and hold it free from any and all liability, actions, causes of actions, debts, claims, and demands of every kind and nature in connection with their participation in any learning program arranged by Essential Seeing. The terms hereof shall serve as a release and assumption of all risk for You, your heirs, executors and administrators, and for all members of the Your family.

When enrolling in the MasterCOURSE, you automatically agree to have read, understood and accepted these Terms and Conditions, which constitute a binding contract between Essential Seeing and You. Also, You agree to have reviewed the preliminary information given by Essential Seeing concerning the MasterCOURSE.

All participants are financially liable for property and personal damage, even accidental, caused to third persons or property, including those owned by Essential Seeing. The participants are strongly advised to make provisions for these eventual events by arranging insurance for civil responsibility (or similar). Each participant is responsible for himself / herself and his / her own material / equipment. Essential Seeing assumes no liability for any loss, damage or theft.

### *C8.2 Liability of Essential Seeing*

While Essential Seeing will use reasonable efforts to include accurate and up to date information in the Site, Essential Seeing makes no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to such information, and assumes no liability or responsibility for any omissions or errors (including, without limitation, typographical errors and technical errors) in the Content.

Use of and browsing in the Site is done at Your own risk. Neither Essential Seeing, nor any other party involved in creating, producing, or delivering the Site, nor any naming right sponsors, event sponsors and third parties affiliated with Essential Seeing ("Event Partners") shall be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of Your access to, or use of, or browsing the Site, or downloading of any materials, data, text images, video, or audio from the Site, including, without limitation, damage to, or viruses that may infect, Your computer equipment or other property as a result thereof. Without limiting the foregoing, everything on the Site is provided to You "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

### *C8.3 Availability of Site*

Whilst Essential Seeing endeavors to ensure that the Site is normally available 24 hours a day, Essential Seeing will not be liable if for any reason the Site is unavailable at any time or for any period. the Essential Seeing does not guarantee the functions contained in the Site will be uninterrupted or error-free, or that defects will be corrected even if Essential Seeing is aware of them. Additionally, Essential Seeing makes no warranty that the Site services or its server are free from infection by viruses or anything else that has contaminating or destructive properties.

## **C9. PRIVACY POLICY**

Essential Seeing commits to respect the legislation on protection of personal data and commits not to provide, in any form or condition, this information to other organizations or companies. Essential Seeing is committed, also, to adopt the necessary security measures to ensure the protection of Your personal data against possible misuse or against unauthorized access. Please, consult our separate document Privacy Policy.

## **C10. EXCLUSIVITY**

You are not allowed to make literal use of learning material provided in the Essential Seeing MasterCOURSE, or any other learning material distributed by Essential Seeing, in the framework of commercial activities of photography teaching, publications, etc. In case of violation, a penalty of 50.000 CHF per non-authorized use will be claimed. Besides, a litigation process of plagiarism will be opened.

## **C11. COPYRIGHT**

You acknowledge and agree that the entire content, design and the selection and arrangement of the content and material contained in the Site, including but not limited to text, software, music, sound, photographs, graphics, video, (collectively and individually, the Content) is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. You acknowledge and agree that You are permitted to use the Content only as expressly set out below, and any use such as, but not limited to, copying, reproducing, republishing, transmitting, distributing, offering any of the Content to the public, or creating derivative works of the Content is prohibited without the prior express written authorisation of Essential Seeing.

In particular, You are not allowed to make any use, besides your own utilisation for learning purposes, of the material contained within the MasterCOURSE "Photography with Intent", including:

- (a) Text, images, diagrams, schemes, videos, illustrations included in the learning material provided in the MasterCOURSE "Photography with Intent";
- (b) All material (text, videos, images, etc) posted by anyone in the Community platform of the MasterCOURSE;
- (c) All material found in other supports (electronic or printed) associated to the MasterCOURSE "Photography with Intent" learning program.

This includes material created by Rafael Rojas, tutors working or having worked for Essential Seeing and students enrolled or having enrolled in the past in any learning programme of Essential Seeing, and even after their enrolment has expired.

In the event that You misuse any trademark, patent, design right or copyright in violation of these Terms, Essential Seeing and/or its subsidiaries and/or affiliates and/or associated companies and/or Event Partners will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

All the material posted and/or submitted by You as part of your Practical Assignments, or contributions to the Community of the MasterCOURSE must be original, created and/or taken personally by You. It must not contain any materials owned or controlled by a third party for which You have not obtained a license, must not infringe the copyright, trademark, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity. In case any of this material infringes copyright of third parties, Essential Seeing declines all responsibility. If You are the owner of the visual content, but not the creator, You are not allowed to upload that content to any site of Essential Seeing, including the MasterCOURSE platform, or to submit that material to tutors or other students of the MasterCOURSE.

Essential Seeing respects photographers' copyrights and copyrights shall remain vested with the creator of the image. No image file submitted to Essential Seeing by any student will be used for commercial use involving licensing of the images, prints, books, calendars or any other commercial utilization not related to photography education and in the framework of Essential Seeing learning programmes. You acknowledge that it is Your responsibility for protecting any of your images against misuse by any third party, for example, but not limited to the insertion of a watermark. Essential Seeing and its Partners assume no responsibility and are not liable for any image misuse.

Essential Seeing has the right to permanently display on the MasterCOURSE Student Area and Community platform, even after your enrolment has expired, your contributions made in the Community of the MasterCOURSE. None of these will be made public or available outside of the MasterCOURSE restricted area for students and community.

Essential Seeing will retain the worldwide, exclusive, royalty free, license to use, publish, reproduce, display, perform, adapt, create derivative works, distribute, have distributed, print, in whole or in part, in any form, in all

media forms now or hereafter known the following material:

- (a) The Practical Assignments submitted by the students;
- (b) The Videos or Written Assessments made by the tutors, working or having worked for Essential Seeing, of the students' Practical Assignments.

## C12. USER CONDUCT

All visual content posted or otherwise submitted to the Essential Seeing website, and any comments, or other communications on the community of the MasterCOURSE is the sole responsibility of the account holder from which such communications originate and you acknowledge and agree that You, and not Essential Seeing, are entirely responsible for all content that You post, or otherwise submit to the site, including via messages exchanged through the Community messenger service. Essential Seeing does not control user submitted content and, as such, does not guarantee the accuracy, integrity or quality of such content. You understand that by using the site You may be exposed to content that is offensive, indecent or objectionable.

As a condition of use, You promise not to use the services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by Essential Seeing. By way of example, and not as a limitation, You agree not to use the Services:

- (a) To abuse, harass, threaten, impersonate or intimidate any person;
- (b) To post or transmit, or cause to be posted or transmitted, any Content that is libelous, defamatory, obscene, pornographic, abusive, offensive, profane, or that infringes any copyright or other right of any person;
- (c) To communicate with Essential Seeing representatives or other users in an abusive or offensive manner;
- (d) For any purpose (including posting or viewing Content) that is not permitted under the laws of the jurisdiction where you use the Services;
- (e) To post or transmit, or cause to be posted or transmitted, any Communication designed or intended to obtain password, account, or private information from any Essential Seeing user;
- (f) To create or transmit unwanted 'spam' to any person or any URL;
- (g) To post copyrighted Content that does not belong to You, unless You are commenting on Visual Content in Blogs, where You may post such Content subject to providing appropriate attribution to the copyright owner and a link to the source of the Content;
- (h) With the exception of accessing RSS feeds, You agree not to use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, You agree that You will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iii) bypass any measures we may use to prevent or restrict access to the Site;
- (i) To advertise to, or solicit, any user to buy or sell any third-party products or services, or to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent;
- (j) To promote or sell Visual Content of another person; or
- (k) To sell, assign or otherwise transfer your profile.

To report a suspected abuse of the Site or a breach of the Terms, please send written notice to Essential Seeing at email: [info@essentialseeing.com](mailto:info@essentialseeing.com)

You are solely responsible for your interactions with other users of the Site, including any communications that You exchange through Essential Seeing's Community service. Essential Seeing reserves the right, but has no obligation, to review disputes between You and other users. This includes the right to review messages exchanged through Essential Seeing's Community service, based on any reports that Essential Seeing receives alleging the violation of these Terms through the use of Essential Seeing's Community service, including without limitation, reports regarding alleged harassment, indecency, and offensive messages.

If the Services or Site are used in a manner that violates the Terms in any way, Essential Seeing may at its sole discretion, but is not required to, suspend or terminate Your account, disable Your access to the Site and/or take any steps that it deems appropriate to address the situation.

### **C13. LINKS**

The Services may provide, or third parties may provide, links to other sites or resources. Because Essential Seeing has no control over such sites and resources, You acknowledge and agree that Essential Seeing is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Essential Seeing shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Essential Seeing may link to other sites not maintained by or related to Essential Seeing. Such hyperlinks are provided as a service to users and are not sponsored by, endorsed or otherwise affiliated with this Site or with the products and services of Essential Seeing. Essential Seeing has not reviewed all of the sites linked to the Site and is not responsible for the content of any off-site pages or links to any other sites. Viewing all other sites is at Your own risk.

In the event that Essential Seeing may, from time to time, allow for discussions, chats, postings, transmissions, bulletin board, and the like on the Site, Essential Seeing is under no obligation to monitor or review such transmitted information and assumes no responsibility or liability arising from the content of any such transmitted information nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy of any such information. You are prohibited from posting or transmitting any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law. Essential Seeing will fully cooperate with any law enforcement authorities or court order requesting or directing Essential Seeing to disclose the identity of anyone posting any such information or materials.

### **C14. RELEASE AND INDEMNITY**

You hereby expressly and irrevocably release and forever discharge Essential Seeing, its affiliated and associated companies and its authorized distributors, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns of and from any and all actions, causes of action, suits, proceedings, liability, debts, judgments, claims and demands whatsoever in law or equity which You ever had, now have, or hereafter can, shall or may have, for or by reason of, or arising directly or indirectly out of Your use of the Site and the Services.

You hereby agree to indemnify and hold harmless Essential Seeing, its affiliated and associated companies and its authorized distributors, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of (i) a breach of these Terms, (ii) Content posted on the Site, (iii) the use of the Services by You or any person using your account or Essential Seeing Username and password, (iv) any violation of any rights of a third party. Essential Seeing reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by You.

### **C15. TRADEMARKS**

Essential Seeing, Essentialseeing.com and other Essential Seeing graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks or trade dress of Essential Seeing. Essential Seeing's trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Essential Seeing. The images and icons available in the Essential Seeing icon pack may be used by partners and third-party sites in connection with providing appropriate links to the Essential

#### **C16. PRIVACY**

Essential Seeing takes the privacy of the users of the Site seriously. Please look at our privacy policy for more information.

#### **C17. CHANGES TO THESE TERMS**

Essential Seeing reserves the right, at its discretion, to make changes to any part of the Site and its related services. Due to its policy of updating and improving the Site, Essential Seeing may wish to change these Terms. If You use the Site or related services after Essential Seeing has published or notified You of the changes, You are agreeing now to be bound by those changes. If You do not agree to be bound by those changes, You should not use the Site (and should cancel Your subscription to any related services).

#### **C18. APPLIABLE LAW**

These Particular Terms and Conditions for MasterCOURSE “Photography With Intent” are subjected to Swiss law, with jurisdiction in Fribourg, Switzerland.

## D. PRIVACY POLICY

ESSENTIAL SEEING is committed to preserving the privacy of all visitors to our website at [www.essentialseeing.com](http://www.essentialseeing.com). Please read the following privacy policy to understand how we use and protect the information that You provide to us.

By registering or placing an order on this website, You consent to the collection, use and transfer of your information under the terms of this policy.

### INFORMATION THAT WE COLLECT FROM YOU

When You visit, register or order products or services on [www.essentialseeing.com](http://www.essentialseeing.com) You may be asked to provide certain information about yourself including your name and contact details.

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

- Identity Data which includes first name, last name, username or similar identifier, title, date of birth;
- Contact Data includes billing address, delivery address, email address and telephone numbers;
- Profile Data includes your username and password, purchases or orders made by You;
- Marketing and Communications Data includes your preferences in receiving marketing information from us and our third-party agents and your communication preferences;
- 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, browser type and version, time zone, setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices You use to access our website;
- Any other information which You provide to us;
- Financial Data includes bank account and payment card details: When you make a payment through our website, your credit card data is NOT stored in our servers or is known by Essential Seeing or Rafael Rojas Fine Art Photography. All card transactions are encrypted and conducted over secure servers through Stripe or Paypal, providing one of the safest payment systems available today. Essential Seeing or Rafael Rojas Fine Art Photography will not receive, record or store any information concerning your credit card.

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We may also collect information about your usage of our website as well as information about You from messages You post to the website and e-mails, letters or contact forms You send to us.

We do not collect any special categories of personal data (which include sensitive personal information such as details about your race, ethnicity, religious beliefs, political affiliation and sexual orientation).

### HOW YOUR PERSONAL DATA IS COLLECTED

We collect most of this information from You directly, for example, Identity Data, Contact Data, Financial Data and Transaction Data when You fill in forms, correspond with us by email, phone, post or otherwise when You:

- a. subscribe to services or create an account on our website;
- b. purchase products and/or services from us;
- c. subscribe to our publications, such as our e-newsletter;
- d. request marketing, promotional material or information to be sent to You;
- e. give us some feedback.

However, we may also collect information from:

- a. automated technologies, such as cookies which collect Technical Data about your equipment and browsing activities. Please see our cookie policy, which is set out further on in this Privacy Policy;

- b. publicly accessible sources, such as Companies House;
- c. providers of technical, payment and delivery services, such as PayPal or Stripe;
- d. analytics providers, such as Google, based outside the EU;
- e. a third party with your consent (e.g. your bank).

**USE OF YOUR INFORMATION**

Under Data Protection Law, we can only use your personal data if we have proper reason for doing so, e.g.:

- a. to comply with our legal and regulatory obligations;
- b. for the performance of our contract with You or to take steps at your request before entering into a contract;
- c. for our legitimate interests or those of a third party; or
- d. You have given consent.

A legitimate interest is when we have a business or commercial reason to use your information, provided this is not overridden by your own rights and interests.

The table below explains what we use (process) your personal data for and our reasons for doing so:

What we use your personal data for	Type of Data	Our reasons
To register you as a new customer	Identity Contact Profile	Performance of a contract with you
To provide our products and services to you including: 1. managing payments 2. collecting and recovering money owed to us	Identity Contact Financial Transaction	For the performance of our contract with you or to take steps at your request before entering into a contract Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: 1. notifying you about changes to our terms of business or privacy policy 2. providing you with information relating to products and services you have purchased from us	Identity Contact Profile Marketing & Communications	For the performance of our contract with you Necessary to comply with a legal obligation For our legitimate interests or those of a third party (to give customers necessary information to enable them to use our products/services, to obtain customer feedback and learn how customers use our products and services)
Promoting our services and those of selected third parties to: 1. existing and former customers of our products and services; 2. third parties who have previously expressed an interest in our products and services.	Identity Contact Profile Marketing & Communications	For our legitimate interests or those of a third party (to develop our products and services, and grow our business)

To administer and protect our business and our website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)  
To ensure business policies are adhered to, e.g. policies covering security and internet use  
To ensure the confidentiality of commercially sensitive information

Identity  
Contact  
Technical

For our legitimate interests or those of a third party (for running our business and network security).  
To comply with our legal and regulatory obligations

To professional advisers and to external auditors for the audit of our accounts

Identity  
Contact  
Financial Transaction

To comply with our legal and regulatory obligations

We will only use your data for 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 we need to use your personal data for an unrelated purpose, we will inform You and explain the legal basis which allows us to do so.

Your information will enable us to provide You with access to all parts of our website and to supply the goods or services you have requested. It will also enable us to bill You and to contact You where necessary concerning your orders. We will also use and analyse the information we collect so that we can administer, support, improve and develop our business.

In particular, we may use your information to contact You for your views on our services and to notify You occasionally about important changes or developments to the website or our services. Further, where You have consented, we might also use your information to let you know by email about other products and services which we offer which may be of interest to You.

## PROMOTIONAL COMMUNICATIONS

We may use your personal data to send You updates (by email, phone or post) about our events, courses and exhibitions that might be of interest to You and/or information about our services, including our e-newsletter, which may contain exclusive offers and promotions.

We have a legitimate interest in processing your personal data for promotional purposes (see above 'How and why we use your personal data'). This means we do not usually need your consent to send You promotional communications. However, where consent is needed, we will ask for this consent separately and clearly.

We will always treat your personal data with the utmost respect and never share it with other organisations for marketing purposes unless we have your express prior consent to do so.

You have the right to opt-out of receiving promotional communications at any time by contacting us by email to [info@essentialseeing.com](mailto:info@essentialseeing.com), or by clicking on the "unsubscribe" that You will find at the bottom of the promotional communications sent via email.

We may ask you to confirm or update your marketing preferences if You purchase products or services from us, or subscribe to our e-newsletter, or request updates or information about our products and services in the future, or if there are changes in the law or the structure of our business.

## WHO WE SHARE YOUR PERSONAL DATA WITH

The information You provide to us may be accessed by or given to third parties some of whom may be located outside the European Economic Area who act for us for the purposes set out in this policy or for other purposes approved by You. Those parties process information, fulfil and deliver orders, process credit card payments and provide support services on our behalf. We may also pass aggregate information on the usage of our website to third parties, but this will not include information that can be used to identify You.

If our business enters into a joint venture with or is sold to or merged with another business entity, your information may be disclosed to our new business partners or owners. We may also need to share some personal data with other parties, such as potential buyers of some or all of our business or during a restructuring. Usually, information will be anonymized, but this may not always be possible. The recipient of the information will be bound by confidentiality obligations.

Countries outside the European Economic Area do not always have strong data protection laws. However, we will always take steps to ensure that your information is used by third parties in accordance with this policy.

We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations. In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, we may disclose your personal information to the extent that we are required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend our legal rights. Unless required to do so by law, we will not otherwise share, sell or distribute any of the information You provide to us without your consent.

## WHERE YOUR PERSONAL DATA IS HELD

Information may be held at our offices and those of our third-party agencies, service providers, representatives and agents as described above (see 'Who we share your personal data with').

Some of these third parties may be based outside the European Economic Area. For more information, including on how we safeguard your personal data when this occurs, see below: 'Transferring your personal data out of the EEA'.

## HOW LONG YOUR PERSONAL DATA WILL BE KEPT

We will only retain your personal data for as long as necessary to fulfill 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. We will conduct regular reviews of the personal data we are holding and delete any data we no longer require.

## TRANSFERRING YOUR PERSONAL DATA OUT OF THE EEA

To deliver services to You, it is sometimes necessary for us to share your personal data outside the European Economic Area (EEA), e.g.:

- a. with your and our service providers located outside the EEA;
- b. if you are based outside the EEA;
- c. these transfers are subject to special rules under European and Swiss data protection law;
- d. if you would like further information, please contact us (see 'How to contact us' below).

## YOUR RIGHTS

You have the following rights, which You can exercise free of charge:

Access	The right to be provided with a copy of your personal data (the right of access)
Rectification	The right to require us to correct any mistakes in your personal data
To be forgotten	The right to require us to delete your personal data in certain situations
Restriction of processing	The right to require us to restrict processing of your personal data in certain circumstances, e.g. if you contest the accuracy of the data
Data portability	The right to receive the personal data you provided to us, in a structured, commonly used and machine-readable format and/or transmit that data to a third party in certain situations
To object	The right to object: - At any time to your personal data being processed for direct marketing (including profiling); - In certain other situations to our continued processing of your personal data, e.g. processing carried out for the purpose of our legitimate interests.
Not to be subject to automated individual decision-making	The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you

For further information on each of those rights, including the circumstances in which they apply, please contact us. If You would like to exercise any of those rights, please:

- a. Email, call or write to us. See below: 'How to contact us'; and
- b. Let us have enough information to identify You (e.g. your full name, address and client reference number);
- c. Let us have proof of your identity and address (a copy of your driving licence or passport and a recent utility or credit card bill); and
- d. Let us know what right You want to exercise and the information to which your request relates.

## KEEPING YOUR PERSONAL DATA SECURE

We have appropriate security measures to prevent personal data from being accidentally lost or used or accessed unlawfully. We limit access to your personal data to those who have a genuine business need to access it. Those processing your information will do so only in an authorized manner and are subject to a duty of confidentiality.

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

## UPDATING THIS STATEMENT

This privacy policy was first published on 23 May 2018. We may update this privacy policy by posting a new version on Our Websites You should check this page occasionally to ensure you are familiar with any changes.

## **OTHER WEBSITES**

Our Websites 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 policies.

## **COOKIE USAGE**

There are instances where we may use cookies to gather information regarding our services in a mathematical collection for our website. Any information collected will not have any identifying data. It is statistical data about our visitors and how they have used our site. No personal details will be shared that could identify You. We may assemble information about your common internet use with a cookie file. When used, the cookies are downloaded to your computer automatically. The cookie is stored on the hard drive, with transferred information. The data sought by the cookie helps us improve our website and any service offered to You. Your browser has the ability to decline cookies. This is done by setting your browser options to decline all cookies. Note: if you do decline the download of cookies, some aspects of our website may not work or allow Your access.

## **HOW TO CONTACT US**

Please contact us if you have any questions about this privacy policy or the information we hold about You:

By email to: [info@essentialseeing.com](mailto:info@essentialseeing.com)

By post to : Rafael Rojas Fine Art Photography, Ruelle des Ormeaux 28, La Tour de Trême 1635 – Switzerland.