

## **PRIVACY POLICY**

**Last revision date: April 18<sup>th</sup>, 2019**

### **What does this policy cover?**

This policy describes The Bleeding Fingers Custom Music Shop, LLC and its affiliates' use of your data. References in this policy to **Bleeding Fingers, we** or **us** shall mean The Bleeding Fingers Custom Music Shop, LLC

This Privacy Policy applies to the information collected by Bleeding Fingers both offline and online, including through the Bleeding Fingers Website and through any, blogs, social networks and other online or wireless offerings that post a link to this Privacy Policy, whether accessed via computer, mobile device or other technology (collectively "Bleeding Fingers Websites").

Please note that when you enter any subsites accessible through Bleeding Fingers Websites, such subsites may have their own specific privacy policies. Additionally, the properties of affiliated Bleeding Fingers companies, including some that are linked to/from the Bleeding Fingers Websites, may have different policies; therefore, please review the privacy policies on those websites if you visit them.

### **What information do we ask you to provide to us?**

Bleeding Fingers does not generally require that you provide us with personal data in order to visit and use the Bleeding Fingers Website. Please note that in order to participate in some activities, such as contests and other promotions (collectively, "Promotions") and social media, we may ask you to provide information that could reasonably be used to contact you or to identify you personally (such as your name, company name, title, e-mail address, mailing address and telephone number). Bleeding Fingers may also ask you to provide other information about yourself, which may include demographic information such as geographic region, etc., or certain information about your preferences and interests.

Therefore, the information that we collect from you and process may include:

- First name, last name, company name, and title
- Demographic information, geographic region etc.
- Contact information, such as email address, mailing address and phone number
- Your payment details, including billing addresses and credit card details where you make purchases from us.
- Marketing preferences, including any consents you have given us

We may offer opportunities to enter into Promotions, on our own or jointly with a third party. Such Promotions may require registration and the disclosure of both personal data and non-personal data. In the event that a Promotion is offered jointly with a third party, as a result of your participation in such Promotion, your personal data and non-personal data may be shared with such third party. This sharing will be disclosed to you at the time you provide your information. By entering a Promotion, you are agreeing to the official rules that govern that Promotion, which may contain specific requirements of you, including, except

where prohibited by law, allowing the sponsor and/or other third parties connected to the Promotion to use your name, voice and/or likeness in advertising and marketing materials. Therefore, always carefully read the rules of the Promotion before entering.

### **What information do we collect from you automatically?**

Whenever you visit or interact with the Bleeding Fingers Website, Bleeding Fingers may automatically collect certain information such as your IP address and/or another unique identifier ("Device Identifier") for the computer, mobile device, technology or other device ("Device") you use to access the Bleeding Fingers Website and any referring property. (A Device Identifier is a number that is automatically assigned to your Device when you access a Website or other digital property or its servers. The Bleeding Fingers Website identifies your Device by its Device Identifier).

Some mobile service providers may also provide us or our third-party service providers with information regarding the physical location of the Device used to access the Bleeding Fingers Website.

In addition, Bleeding Fingers, as well as certain third-party analytics and other service providers, may use a variety of technologies that automatically or passively collect information about how you use the Bleeding Fingers Website ("Usage Information"). Usage Information may include, in part, the Device you use to access the Bleeding Fingers Website, browser type, platform, operating system, IP address, viewport, the content served, the time at which a page was accessed and/or the time spent on a page, and the preceding pages views.

Bleeding Fingers may receive information about you from third parties. In addition, if you are on another Website and you opt-in to receive information from us, that Website will forward to us your e-mail address and other (personal data) about you so that we may contact you as requested. We may also supplement the information we collect about you with outside records from third parties in order to enhance our ability to serve you, to tailor our content to you and to offer you opportunities to use our services that we believe may be of interest to you. When we obtain personal data from third parties, we will apply this Privacy Policy to the personal data received, unless we have disclosed otherwise.

Therefore, the information that we may automatically collect from you and process may include:

- Your IP address or another unique identifier, such as a Device Identifier
- Information related to your Device such as the platform, operating system, browser type, or physical location
- Your Usage Information such as the content served, the time at which the content was accessed and/or the time spent using the content, and the preceding content views

### **How do we use this information, and what is the legal basis for this use?**

We process this personal data for the following purposes:

- As required for business purposes or to establish and fulfill a contract with you, for example if you commission music from us. This may include verifying your identity, taking payments, communicating with you and providing services relevant to our business.
- As required by Bleeding Fingers to enable our business and pursue our legitimate interests, in particular:
  - we will use your information to provide services you have requested, and respond to any comments or complaints you may send us
  - we monitor use of the Bleeding Fingers Website, and may use your information to help us monitor, improve and protect our content, and the Bleeding Fingers Website, both online and offline
  - we may use information you provide to tailor your experience on the Bleeding Fingers Website
  - to provide you with support and answer questions or other requests
  - we may monitor any customer account to prevent, investigate and/or report fraud, terrorism, misrepresentation, security incidents or crime, in accordance with applicable law
  - if you provide a credit or debit card, we may also use third parties to check the validity of the sort code, account number and card number you submit in order to prevent fraud.
  - we may use information you provide to investigate any complaints received from you or from others, about the Bleeding Fingers Website or our services
  - we may also use the information we collect to improve the Bleeding Fingers Website and our content and services, for internal business purposes, and, in our discretion, changes to any of our policies
- compliance with applicable laws and protection of Bleeding Fingers' legitimate business interests and legal rights, including, but not limited to, use in connection with legal claims, compliance, regulatory, and investigative purposes (including disclosure of such information in connection with legal process or litigation).

In addition, with your consent we may send you direct marketing in relation to our services, or other services provided by us, our affiliates and carefully selected partners. Although these will only be sent where you have given your consent, or (where permissible) you have been given an opportunity to opt out, you will be able to opt-out of electronic direct marketing by following the instructions in the communication.

### **Who will we share this data with, and where?**

#### **To Affiliates and Third-Parties**

Bleeding Fingers may share your personal data with companies affiliated with Bleeding Fingers ("Affiliates")\*, so that those Affiliates can assist us with fulfilling your requests or improving our content, services or advertising; and/or (ii) contact you about other content, services or other offerings that may be of interest to you.

\* Affiliates: meaning worldwide affiliate offices, agents and administrators that represent and work with Bleeding Fingers, such as sub-publishers, performance societies, licensees and local agents.

We may from time to time employ third parties to perform functions on our behalf, and thus, we may also share your personal data with third-party service providers that assist us with providing content, fulfilling your requests, improving our content, services or advertising, or otherwise performing services for Bleeding Fingers. As one example, if you access content or services that are published, developed or supported by an Affiliate or third party, your personal data may be shared with that Affiliate or third party for purposes related to that content or those services, including service administration and/or development. Additionally, we may share your information in order to host or operate the Bleeding Fingers Website, for data analysis purposes.

### **When You Consent To Have Your Personal Data Shared or Otherwise Request That We Share Your Information**

We may offer you the opportunity to consent to the sharing of your information with third parties. , You may request, sometimes through your use of an interactive feature or third- party application, that we share personal data about you with a third party, and we will typically do so in those circumstances. If you consent or request to receive communications from third parties, you will need to communicate with them directly if you later decide that you no longer wish to receive their communications.

The provisions above apply to our sharing of personal data with Affiliates and third-party service providers. They do not cover use of personal data that those Affiliates and third-party service providers collect directly from you. Such use of personal data is covered by the relevant Affiliate's and/or third party's privacy policy and not this Privacy Policy.

### **Business Transactions**

We may share your personal data with Affiliates for internal reasons, primarily for business and operational purposes, including any corporate reorganization, restructuring or other corporate change. In addition, Bleeding Fingers or any of its assets, including the Bleeding Fingers Website, may be sold, or other transactions may occur in which your personal data is one of the key business assets in the transaction. In such a case, your personal data may be one of the business assets we transfer. Hence, Bleeding Fingers reserves the right to disclose and transfer user information, including personal data, in connection with any activity and/or transaction described above.

### **Legal Protections and Law Enforcement**

We may transfer and disclose information, including your personal data, (including Usage Information and Device Identifier (including IP address)), to third parties: (i) to comply with legal obligations; (ii) when we believe in good faith that the law requires it; (iii) at the request of governmental authorities conducting an investigation; (iv) to verify or enforce our [Terms & Conditions](#) or other applicable policies; (v) to respond to an emergency; or (vi) to otherwise protect the rights, property, safety or security of third parties, visitors to the Bleeding Fingers Website or the public. We may also use Device Identifiers to identify users, and may do so in cooperation with copyright owners, internet service providers, wireless service providers or law enforcement agencies, in our discretion. Such disclosures may be carried out without notice to you.

### **Cookies & Other Tracking Technologies**

We use cookies and other technologies to track the use of the Bleeding Fingers Website. We allow third parties to place such technologies on the Bleeding Fingers Websites for analytics and other purposes. We may use cookies and other technologies to collect aggregate site visitation data by tracking how users navigate to and through our Website.

Cookies are files that web servers place on your device. The use of cookies on the Bleeding Fingers Website allows you to enjoy more seamless visits and more accurately measures your behaviour on the Bleeding Fingers Website. You can learn more about the cookies and web beacons we use and how you can disable cookies and web beacons in our [Cookie Policy](#).

### **Social Media Applications**

Functionality on the Bleeding Fingers properties may permit interactions between third-party properties, such as enabling you to “like” or “share” content to third-party properties. If you choose to “like” or “share” content or to otherwise post information from or via the Bleeding Fingers Website to a third-party property, feature or application, that information may become public and the third-party property may have access to information about you and your use of the Bleeding Fingers Website, including personal data.

You may also choose to participate in a third party application or feature (such as our Facebook, Twitter or other social media pages, or a similar feature on a third-party property) through which you allow us to collect and share (or the third party to share) information about you, including personal data. The third party may allow you to remove the application or feature, in which case we will no longer collect information about you through the application or feature, but we may retain the information previously collected. In addition, we may receive information about you if other users of a third-party property give us access to their profiles and you are one of their “connections,” or if information about you is otherwise accessible through your “connections” web page, profile page, or similar page on a social networking or other third-party property or interactive service.

### **Security**

Bleeding Fingers uses commercially reasonable safeguards to help protect and secure your personal data, and we use reasonable efforts to obtain the agreement of our Affiliates and third-party service providers to take steps to protect the confidentiality, security, and integrity of personal data we share with them. However, no electronic data transmission or storage of information can be guaranteed to be 100% private and secure. Please be careful to avoid ‘phishing’ schemes, where someone may send you an e-mail that looks like it is from Bleeding Fingers asking for your personal data. You understand that any message or information you send to a Bleeding Fingers Property may be read or intercepted by others. Bleeding Fingers does not ensure or warrant the security of any information you transmit to us, and you use the Bleeding Fingers Website and provide us with your information at your own risk.

To help protect you and others, we monitor use of the Bleeding Fingers Website, and we use the information we collect, including personal data, to identify fraudulent activities and transactions; prevent abuse of and investigate and/or seek prosecution for any potential threats to or misuse of the Bleeding Fingers Website; ensure compliance with the [Terms and Conditions](#) and this Privacy Policy; investigate violations of or enforce these agreements; and otherwise to protect the rights and property of Bleeding Fingers, its partners, and customers. Monitoring may result in the collection, recording, and analysis of online activity or communications through the Bleeding Fingers Website. If you do not consent to these conditions, you must discontinue your use of the Bleeding Fingers Website.

## **How do we treat children's personal data?**

The Bleeding Fingers Websites are open to all individuals, though some Promotions may have age restrictions. We do not knowingly collect or permit the collection, storage or use of any personal data from anyone under 16 years of age. If we become aware that a child under 16 is attempting to submit this information, we will inform the minor that he or she is ineligible to do so. We will then remove this information from our records.

## **For Residents of the United States**

If you are a parent or guardian who knows or has discovered that your child under the age of 13 has submitted his or her personal data or other information without your consent, permission or authorization, upon request, we will promptly: (a) provide direct notice to you indicating what, if any, personal data of your child has been collected and how it has been used and/or disclosed; (b) remove your child's personal data or other information from our database, cease the use of such information and direct any other party with access to such information to do the same; and (c) by notice to you, confirm compliance with the foregoing.

## **Access to your information (personal data) and your rights**

### **Notice to California Residents**

Your California Privacy Rights: If you are a California resident, you have the right to receive: (a) information identifying any third party(ies) to whom Bleeding Fingers may have disclosed, within the preceding calendar year, your personal data for that third party's direct marketing purposes; (b) a description of the categories of personal data disclosed; and (c) to obtain such information free of charge. To request such information, please submit your request to: [info@bleedingfingersmusic.com](mailto:info@bleedingfingersmusic.com). Bleeding Fingers will respond to these requests within thirty 30 days. Requests that come to Bleeding Fingers by other means may result in a delayed response.

### **For Residents of the European Economic Area (EEA)**

*How can you access your personal data and what are your rights?*

If you would like a copy of the personal data that we store about you in our customer databases, please contact us using the details given in the "Contact us" section below.

This is in addition to your legal rights, including the right to access a copy of your personal data, the right to request the deletion or updating of any inaccurate personal data and the right to object, in some cases, to our processing of your personal data. You can exercise these rights by contacting us using the details given in the "Contact us" section below.

Where we are processing personal data based on your consent, you have the right to withdraw consent at any time, without affecting the lawfulness of the processing based on consent before its withdrawal.

You may also have, for some data processed by us, a right to data portability, i.e. the right to receive your personal data in a structured, commonly used machine-readable format and transmit your personal data to another data controller.

You can exercise these rights by contacting us using the details given in the “Contact us” section below. You may be asked to provide some proof of identification so that we can verify that it is you making the request.

If you are concerned that we have not complied with your legal rights or applicable privacy laws, you may contact us or your local data protection authority.

### **Retention of personal data**

We will only retain your personal data for as long as is reasonably necessary for the various purposes set out in this policy or to otherwise comply with any applicable laws and regulations concerning the mandatory retention of certain types of information.

### **Policy governs use: changes to Privacy Policy**

The terms of this Privacy Policy will govern the use of any information collected while it is in place. Bleeding Fingers reserves the right to change this Privacy Policy at any time, without prior notice to you, and any changes will become effective immediately upon posting. Thus, please review this Privacy Policy periodically.

### **Contact us:**

If you have any questions or comments about our practices regarding personal data or about this Privacy Policy, please submit your request to The Bleeding Fingers Custom Music Shop, 5<sup>th</sup> Floor Kent House, 14-17 Market Place, London W1W8AJ England, Attn: Data Controller or via e-mail to: [info@bleedingfingersmusic.com](mailto:info@bleedingfingersmusic.com).