

Terms of Service & Privacy Notice

Terms of Service

TERMS OF WEBSITE USE

1. **WHO WE ARE:** generative.vision (the/our "Site", including all subdomains such as app.generative.vision, docs.generative.vision and www.generative.vision) is operated by Generative Vision Limited ("we"/"our"/"us"). We are registered in England & Wales under company number 14704282 and have our registered office at 5 Deansway, Worcester, United Kingdom, WR1 2JG.
2. **ACCEPTANCE OF THESE TERMS:** By visiting our Site, you confirm that you accept these Terms of Service (the/these "Terms") and that you agree to comply with them. If you do not agree to these Terms, you **must not** use our Site.
3. **CONTENT ON OUR SITE:** We are the owner or the licensee of all intellectual property rights in and to our Site and any and all materials of whatever nature published on/via it (together the **Site Content**). These intellectual property rights and the Site and Site Content are protected by copyright and other laws and treaties around the world. All such rights are reserved. Without limiting the foregoing, all names, images, and logos identifying us are our proprietary marks. All third-party brand, product, service and/or company names contained on our Site are the trademarks, service marks and/or trade names of their respective holders. We do not give permission for the use of any of the Site Content save strictly for the purpose we make it available via the Site. You must not use the Site or any part of the Site Content for commercial purposes without obtaining a licence to do so from us or our licensors.
4. **DO NOT RELY ON INFORMATION ON THE SITE:** The content on our Site is provided for general information only and strictly on a fair-use basis. It is not intended to amount to advice or provide designs or concepts on which you should rely, without having sought or obtained professional or specialist advice. Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date. You remain responsible in full and at all times for any design or concept created by use of anything provided by or linked to by our Site.
5. **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO:** Where our Site contains links to other Sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those Sites or resources.
6. **VIRUSES AND MISUSE OF OUR SITE:** We do not guarantee that our Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software. You must not misuse our Site by introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored, or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. You must not conduct, facilitate, authorise or permit any text or data

mining or web scraping in relation to our Site or any Site Content (this includes any "robot", "bot", "spider", "scraper" or other automated device, programme, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Site or any data, content, information or services accessed via the same). Our Site must not be used to facilitate any project or engineering design which has, whether a directly or indirectly, an illegal or immoral purport. No training of any models or systems is allowed in relation to any material on or provided by our Site, without our prior written permission having been first obtained. If you breach any of these Terms, your right to use our Site will cease immediately.

7. **OUR LIABILITY:** We do not exclude or limit our liability to you where it would be unlawful to do so. Subject to the foregoing sentence, we shall not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with (a) your use of, or inability to use, our Site; or (b) your use of or reliance on any Site Content.
8. **OTHER TERMS:** Our Privacy Notice (as below), which sets out the terms on which we process any personal data we collect from you, or that you provide to us, and information about the use of cookies on our Site, also applies to your use of our Site.
9. **GOVERNING LAW:** These Terms, their subject matter and their formation are governed by the laws of England & Wales. You and we both agree to the exclusive jurisdiction of the courts of England & Wales.

Privacy Notice

This Privacy Policy applies between you, the User of this Site, and Generative Vision Limited, the owner and provider of this Website. Generative Vision Limited takes the privacy of your information very seriously. This Privacy Policy applies to our use of any and all Data collected by us or provided by you in relation to your use of the Website.

Please read this Privacy Policy carefully

Definitions and Interpretation

In this Privacy Policy, the following definitions are used:

Data	collectively all information that you submit to Generative Vision Limited via the Website. This definition incorporates, where applicable, the definitions provided in the Data Protection Laws
Data Protection Laws	any applicable law relating to the processing of personal Data, including but not limited to the GDPR, and any national implementing and supplementary laws, regulations and secondary legislation;
GDPR	the UK General Data Protection Regulation

Generative Vision Limited, we or us	Generative Vision Limited, a company incorporated in England and Wales with registered number 14704282 whose registered office is at C/O Harrison Clark Rickerbys, 5 Deansway, Worcester, Worcestershire, WR1 2JG
User or you	any third party that accesses the Website and is not either (i) employed by Generative Vision Limited and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Generative Vision Limited and accessing the Website in connection with the provision of such services; and
Website	the website that you are currently using, https://generative.vision/ , and any sub-domains of this site (including app.generative.vision and docs.generative.vision) unless expressly excluded by their own terms and conditions.

In this Privacy Policy, unless the context requires a different interpretation:

- the singular includes the plural and vice versa;
- references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Privacy Policy;
- a reference to a person includes firms, companies, government entities, trusts and partnerships;
- "including" is understood to mean "including without limitation";
- reference to any statutory provision includes any modification or amendment of it;
- the headings and sub-headings do not form part of this Privacy Policy.

Scope of this Privacy Policy

This Privacy Policy applies only to the actions of Generative Vision Limited and Users with respect to this Website. It does not extend to any websites that can be accessed from this Website including, but not limited to, any links we may provide to social media websites.

For purposes of the applicable Data Protection Laws, Generative Vision Limited is the "data controller". This means that Generative Vision Limited determines the purposes for which, and the manner in which, your Data is processed.

This privacy policy may change from time to time and, if it does, the up-to-date version will always be available on our Website. We will also tell you about any important changes to our privacy notice.

Data Collected

We may collect, use, store and transfer different kinds of personal data about you or in relation to you which we have grouped together as follows:

- **Identity Data** including first name, last name, date of birth, occupation, username, email address, contact information (including postcode) and financial information.
- **Technical Data** including internet protocol (IP) address, login data, browser type and version, time zone setting and location, language, browser plug-in types and versions, unique device identifiers, operating system and platform and other technology on the devices you use to access our Site.
- **Usage Data** including information about how you use the Site and services (e.g. the content that you access, share, or post, types of content that you view or engage with and the features and other users that you interact with (including the time, frequency and duration of such engagements)).
- **Profile Data** including information you access on the Site, your interests, preferences, feedback and survey responses.
- **Marketing Data** including your preferences in receiving marketing from us and third parties and your marketing communication preferences.
- **Communications Data** including any personal data you include in any correspondence with us, whether by post, phone, email or other method.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data is not considered personal data in law as this data does not directly or indirectly reveal your identity. An example of Aggregated Data would be where we use your Usage Data to calculate the percentage of users accessing a specific Site feature. If the Aggregated Data is combined with other personal data to directly or indirectly identify you, we will treat this combined data as personal data and in accordance with this privacy notice.

We **do not** seek to collect your **Special Category Data** which means details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data; and personal data related to criminal offences or criminal records. There may be circumstances where you proffer Special Category Data, if you do this by sharing Special Category Data on the platform it will be deemed to have been made manifestly public by you; if you share Special Category Data via chat this will be via your consent.

How your personal data is collected

We use different methods to collect data from and about you including through:

Direct interactions:

We collect personal data about you if you fill in forms on the Site or correspond with us by telephone, email or otherwise. This includes information you provide when you:

- register to use our Site or our services;
- report a problem with our Site, give us feedback or otherwise contact us through the Site, by telephone, post, e-mail or through other means;
- make a payment to us, whether through the Site or otherwise; or
- complete surveys that we use of research purposes (although you are not obliged to respond to them).

Automated technologies or interactions:

If you use our Site we automatically collect the following information:

- web usage information (e.g. IP address), your profile information (including the operator from which you visited our Site via), browser type and version, time zone setting, geographic location, operating system and platform; and
- information about your visit, including the full Uniform Resource Locators (URLs) clickstream to, through and from our Site (including date and time); time on page, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks and mouse-overs).

Where we collect information about you in the ways described above, we do so on the basis that it is in our legitimate interests to collect and process this data. In most situations this will be anonymised but we collect and process this data to ensure that our Site is functioning properly and that our customer experience is to the standard that you and we expect.

The Site contains links to and from third-party websites, plug-ins and applications. If you follow a link to any of these websites or authorise integration with any of the partners featured on the Site, please note that these websites and partners have their own privacy policies and that we do not accept any responsibility or liability for these policies. When you leave our Site, we encourage you to read the privacy notice of every website you visit.

We also use cookies on our Site. Please see the section on Cookies in this privacy notice for more information.

Information we receive from other sources:

We work closely with third parties, (including, for example, business partners assisting us with email outreach, sub-contractors in technical and payment services, bot protection services, advertising networks, analytics providers and search information providers) and may receive information about you from them.

When we receive information from other sources, we rely on them having the appropriate provisions in place telling you how they collect data and who they may share it with. We carefully check our sources to ensure that we only receive your information when it is lawful for us to do so.

Purposes for which we will use your personal data

We explain below how we will use personal data you provide to us in order to carry out the activities relevant to the provision of our services to you and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate. Please note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below:

Purpose / Activity	Type of data	Lawful basis for processing (including basis of legitimate interest)
To set-up, administer and manage your account	<ul style="list-style-type: none"> • Identity 	<ul style="list-style-type: none"> • Performance of a contract with you
To provide you with our services	<ul style="list-style-type: none"> • Identity • Marketing • Profile 	<ul style="list-style-type: none"> • Performance of a contract with you
To manage our relationship with you (including notifying you about changes to our terms or privacy notice)	<ul style="list-style-type: none"> • Identity • Marketing • Profile 	<ul style="list-style-type: none"> • Performance of a contract with you • Necessary for our legitimate interests (to keep our records updated and study how users use our services)

<p>To administer and protect our business and the Site (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)</p>	<ul style="list-style-type: none"> ● Identity ● Technical 	<ul style="list-style-type: none"> ● Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, anti-fraud protection and in the context of a business reorganisation or group restructuring exercise) ● Necessary to comply with a legal obligation
<p>To deliver relevant Site content to you and measure or understand the effectiveness of the services we provide to you</p>	<ul style="list-style-type: none"> ● Identity ● Marketing ● Profile ● Technical ● Usage 	<ul style="list-style-type: none"> ● Necessary for our legitimate interests (to study how customers use our services, to analyse data and research trends to grow our business and to inform our marketing strategy)
<p>To use data analytics to improve our Site, products/services, marketing, customer relationships and experiences</p>	<ul style="list-style-type: none"> ● Profile ● Technical ● Usage 	<ul style="list-style-type: none"> ● Necessary for our legitimate interests (to define types of customers for our services, to keep the Website updated and relevant, to develop our business and to inform our marketing strategy)
<p>To personalise features and content to you</p>	<ul style="list-style-type: none"> ● Identity ● Profile ● Marketing ● Usage 	<ul style="list-style-type: none"> ● Consent ● Necessary for our legitimate interests (to provide a personalised and more relevant service to our customers)

To send offers and promotions relating to our services that you may be interested in	<ul style="list-style-type: none"> ● Identity ● Profile ● Marketing ● Usage 	<ul style="list-style-type: none"> ● Consent
To receive, consider and respond to any communications you send to us	<ul style="list-style-type: none"> ● Identity ● Communications 	<ul style="list-style-type: none"> ● Necessary for our legitimate interests (to respond to your communication)

In addition to the purposes set out above, we may also process your personal data for other purposes that we deem compatible with those listed above. We will update this privacy notice accordingly, when we do this.

Who will have access to your personal data

Your personal data will only be seen or used by our employees or those engaged by us that have a legitimate business need to access your personal data for the purposes set out in this privacy notice.

We take your privacy seriously and have implemented appropriate physical, technical and organisational security measures designed to secure your personal data against accidental loss, destruction or damage and unauthorised access, use, alteration or disclosure.

Except as explained in this privacy notice, we will not share your personal data without your consent unless required to do so by law.

We may disclose your personal data to law enforcement agencies or court to the extent necessary for purposes including preventing, investigating, detecting, and prosecuting criminal offences; preventing threats to public security in accordance with applicable law; or validating a claim.

We may share your personal data with third parties who assist us with administering the provision of our services to you, including:

- business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you;
- analytics and search engine providers that assist us in the improvement and optimisation of our Site; and
- agents we engage to perform functions on our behalf including sending customer communications, analysing data, providing marketing assistance, processing payments, researching customer satisfaction and providing customer service. They have access to personal data needed to perform their functions but may not use it for other purposes.

If a business transfer or change of business ownership takes place or is envisaged, we may transfer your personal data to the new owner (or a prospective new owner). If this happens, you will be informed of this transfer and we will take steps with the aim of ensuring your privacy is protected.

How we keep your personal data safe

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. Please be aware that it is not possible to guarantee the security of your information.

International transfers

If we transfer your personal data outside of the UK, we ensure a similar degree of protection is afforded to it – specifically we will only transfer your personal data to countries which have an adequacy decision from the UK's data protection regulator (such as the EU territories) or, if this is not applicable, we will put in place appropriate contractual clauses to ensure your personal data is processed securely and in accordance with your rights.

How long we keep your personal data for

We retain information for the period of time necessary to fulfil the purposes for which we obtained the information and consistent with all applicable data protection laws. There may be circumstances where we are required to hold information longer – for example where you have requested this following an application or where the information relates to actual or anticipated legal proceedings.

Communications

We will ensure that you only receive communications that you wish to receive.

Marketing communications

We want to ensure that you are informed and aware of the services that we can offer you. By consenting to receive additional communications (e.g. by email) from us and any named third parties that feature at the point of obtaining consent in respect of such information, we will process your personal data in accordance with this privacy notice.

If you have provided your consent to receive marketing communications from us and you change your mind, you can change your preferences and unsubscribe at any time by following the unsubscribe instructions provided in the materials or contacting us at support@generative.vision.

Service communications

As detailed above, we may send you communications such as those which relate to any service updates or provide customer satisfaction surveys. We consider that we can lawfully send these communications to you as we have a legitimate interest to do so, namely to effectively provide you with the best service we can and to grow our business.

Cookies

We use cookies and similar technologies on our Site. Cookies are text files containing small amounts of information which are downloaded to your personal computer, mobile or other device when you visit a website. We may set and access cookies on your computer or mobile device to track and store preferential information about you. We may gather information about users through cookie technology on an individual and aggregate level. You can learn more about cookies and how to delete them from your device [here](#).

Essential cookies

Our Site will not work properly without essential cookies. For example, we use cookies for security purposes.

Exercising your rights

Under data protection law, you have the following rights in relation to your personal data:

- Request access to your personal data.
- Request correction of your personal data.
- Request erasure of your personal data.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

If you wish to exercise any of the rights set out above or have any questions, please contact us via support@generative.vision. Please note that your rights are not absolute and there may be circumstances where we are unable to comply with all or a part of your request.

If you are unsatisfied with our response to any data protection issues you raise with us, you have the right to complain to your data protection supervisory authority (this is the Information Commissioner's Office in the UK), although we ask that you try and settle any issues with us in the first instance.

Last updated: [February 2025]