

Robin Ball Designs

Privacy Policy

Robin Ball Designs strives to maintain the highest standards of decency, fairness and integrity in all operations. Likewise, Robin Ball Designs is dedicated to protecting our customers', consumers' and online visitors' privacy on our website.

We recognize that your privacy is important. This document outlines the types of personal information we receive and collect when you use www.robinballdesigns.com, as well as some of the steps we take to safeguard information.

We hope this will help you make an informed decision about sharing personal information with us.

Personal Information

This information is collected if you request information from us, sign up to join our email list or request some other service or information from us. The information collected is internally reviewed, used to improve the content of this website, notify our visitors of updates, and respond to visitor inquiries.

Once information is reviewed, it is discarded or stored in our files. If material changes are made in the collection of personally identifiable information we will inform you by placing a notice on this site.

Personal information received from any visitor will be used only for internal purposes and will not be sold or provided to third parties.

Non-Personal Information

In some cases, we may collect information about you that is not personally identifiable. We use this information, which does not identify individual users, to analyze trends, to administer the site, to track users' movements around the site and to gather demographic information about our user base as a whole.

The information collected is used solely for internal review and not shared with other organizations for commercial purposes.

How You Can Correct or Remove Information.

We provide this privacy policy as a statement to you of our commitment to protect your personal information. If you have submitted personal information through this website and would like that information deleted from our records or would like to update or correct that information, please use the [Contact Page](#) on this website.

Please be aware that we will process your request as quickly as we reasonably can, but it may not be possible to update our systems immediately. We appreciate your patience and understanding in giving us time to carry out your request.

Even if you are removed from any such list, if you order online, we will send you an email confirming your order and may need to contact you by phone, email, or regular mail if we have questions about your order. In addition, you should be aware that it is not always possible to completely remove or delete all of your information from our databases without some residual data because of backups and other reasons.

Updates and Effective Date

We reserve the right to make changes in this privacy policy. If there is a material change in our privacy practices, we will indicate on the site that our privacy practices have changed and provide a link to the new privacy policy. We encourage you to periodically review this policy so that you will know what information we collect and how we use it.

Agreeing to Terms

If you do not agree to our Privacy Policy as posted here on this website, please do not use this site or any services offered by this site. Your use of this site indicates acceptance of this privacy policy.

We strive to ensure the security of your Personally Identifiable Information (PII) on our systems, including limiting access to the PII contained on our servers. Unfortunately, no security measures are perfect or impenetrable and data transmission over the Internet can be guaranteed to be 100% secure. We cannot and do not ensure or warrant the security of any information you transmit to Robin Ball Designs and you do so at your own risk.

COMMUNITY FEATURES

As a convenience to its visitors, Robin Ball Designs provides or may provide, at its sole discretion, one or more chat areas, message boards, e-mail functions, messaging services, file communities, polls, surveys, and other services (collectively, the "Community Features"). Community Features are provided by Robin Ball Designs to you and others subject to the Terms of Use, and the "Community Guidelines" set forth below. The user who posts content in the Community Features ("Community Content") is responsible for the reliability, accuracy and truthfulness of such Community Content and Robin Ball Designs has no control over same. Additionally, Robin Ball Designs has no control over whether any such posted material is of a nature that users will find offensive, distasteful or otherwise unacceptable and expressly disclaims any responsibility for such material.

Please review our restrictions on use and guidelines for Community Features in our Terms of Use. In addition, please note that this Privacy Policy does not apply to any information you may disclose publicly in any Community Feature. You should keep in mind that whenever you publicly disclose information about yourself online, that information could be collected and used by people that you do not know. In addition, certain Community Features may display IP addresses and possibly PII along with the message poster's name and message. Robin Ball Designs bears no responsibility for any action or policies of any third parties who collect any information users may disclose in Community Features or other public areas, if any, of this Website.

In consideration for your use of the Website's Community Features and functionality, you agree to (i) comply with the "Community Guidelines" set forth below. Users who violate the Community Guidelines, may, at Robin Ball Designs sole discretion, be permanently banned from using the Website.

Community Guidelines:

ENTERING ANY COMMUNITY FEATURE WILL CONSTITUTE ACCEPTANCE OF THE COMMUNITY GUIDELINES. IF YOU DO NOT AGREE TO ABIDE BY THE COMMUNITY GUIDELINES, PLEASE DO NOT ENTER ANY COMMUNITY FEATURES.

You are entirely responsible and liable for all activities conducted by you within the Community Features, including the transmission, posting, or other provision of Community Content to any portion of the Community Features. Listed below are some, though not all, violations that may result in Robin Ball Designs terminating or suspending your access to Community Features on a temporary or permanent basis, as determined by Robin Ball Designs in its sole discretion ("Community Guidelines"). You agree not to do any of the following actions while using any of the Community Features:

- Violate these Community Guidelines or abuse the community purpose of the chat areas.**

- Participate in any part of the Website if you are under the age of 18.**

- Use profanity, obscenities, or ****asterisks**** or other "masking" characters to disguise profane or obscene words.**

- Use obscene, lewd, slanderous, pornographic, abusive, violent, insulting, indecent, threatening and harassing language of any kind.**

- Impersonate other users.**

- Attack (flame or "cyberbully") individuals, companies or products, although you are otherwise welcome to offer your opinions or comments on the subject at hand.**

- Post topics on message boards, on the Website or within any of the Community Features that are unrelated to the subject of the Website.**

- Advertise or promote other companies or URLs.**

- **Share PII with others on the Website.**
- **Include advertising in communications.**
- **Post material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Kate Spade all of the license rights granted herein.**
- **Include advanced fonts, java, tables, html, or other programming codes or commands in messages.**
- **Distribute or otherwise publish any Community Content containing any solicitation of funds, promotion, advertising, or solicitation for goods or services. You also hereby acknowledge that you are prohibited from soliciting other guests to join or become members of any commercial online service or other organization.**
- **Collect or harvest the information of any user or otherwise access the Website using automated means (including but not limited to harvesting bots, robots, spiders or scrapers).**

Information disclosed in Community Features is by design revealed to the public. The Website is not responsible for any information you choose to disclose to others. The Website reserves the right, but not the obligation, to remove any posts for any reason. Robin Ball Designs does not endorse the Community Content in the Community Features and specifically disclaims any responsibility or liability to any person or entity (including, without limitation, persons who may use or rely on such material) for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any Community Content provided through a Community Feature. By posting or uploading Community Content to any Community Feature or submitting any other Community Content to Robin Ball Designs, you automatically grant (or warrant that the owner of such rights has expressly granted) Robin Ball Designs a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sub-license, create derivative works from and distribute such materials or incorporate such Community Content into any form, medium, or technology now known hereafter devised throughout the universe in perpetuity. In addition, you warrant that the content as uploaded or posted by you does not violate any person's so-called "moral rights" or other similar or analogous rights under any applicable laws in any country or region of the world.

You understand that the uploading to and/or posting of any Community Content in any Community Feature shall not be subject to any obligation of confidence on the part of Robin Ball Designs, and Robin Ball Designs shall not be liable for any use or disclosure of any Community Content. Without limitation of the foregoing, Robin Ball Designs shall exclusively own all now known or hereafter existing rights to the Community Content of every kind and nature, in perpetuity, throughout the universe and shall be entitled to unrestricted use of the Community Content in any and all media, now known or hereafter devised, throughout the universe, in perpetuity for any purpose whatsoever, commercial or otherwise, without compensation or credit to the provider, author or owner of the Community Content.

You agree to indemnify Robin Ball Designs for any and all third party claims, damages, losses, and causes of action arising as a result of your posting or uploading any Community Content to any Community Feature or submitting any Community Content to Robin Ball Designs, or your failure to comply with the Community Guidelines. Robin Ball Designs does not and cannot review every message posted by users on the Website, and is not responsible for the content of these messages or the views or opinions expressed by the users of the Website. Robin Ball Designs reserves the right to, but is not obligated to, delete, move or edit Community Content, in whole or in part, submitted by you to the Website and/or Robin Ball Designs for any reason. In no event does Robin Ball Designs assume any obligation to monitor the Community Features or remove any specific material.

COPYRIGHT NOTICE

If you are a copyright owner and believe that any Community Content appearing on the Website or in any Community Feature has been copied in a way that infringes upon your copyrights, you may submit a notification to Robin Ball Designs pursuant to the Digital Millennium Copyright Act ("DMCA") by providing the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

- Your name, address, telephone number, and email address;**

- A description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;**

- The exact URL or a description reasonably sufficient to permit Kate Spade to locate where the alleged infringing material is located;**

- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;**

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;**

- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.**

Upon receipt of the written notification as outlined above, Robin Ball Designs will use good faith, reasonable efforts to remove the material that is alleged to be infringing and forward a copy of the written notification to the alleged infringer. The alleged infringer has the right to file a counter-notification by providing the designated agent with the following information: (1) a physical or electronic signature; (2) identification of the material that has been removed the location at which the material appeared before it was removed; (3) a statement under penalty of perjury that he/she has a good faith belief that the material was removed as a result of mistake or misidentification of the material to be removed; (4) his/her name, address, and telephone number, and a statement that he/she consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if his/her address is outside of the United States, for any judicial district in which the service provider may be found, and that he/she will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person. By this filing, Robin Ball Designs seeks to preserve any and all exemptions from liability that may be available under the DMCA or otherwise, but does not necessarily stipulate that it is a service provider as defined in 17 USC ? 512c or elsewhere in the law.