



## WEBSITE TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

### What's in these terms?

These terms of use tell you the rules for using our website <https://www.macarthurgreen.com> (“our site”).

### Who we are and how to contact us

<https://www.macarthurgreen.com> is a site operated by MacArthur Green Ltd (“we”). We are a limited company registered in Scotland under company number SC354076 and have our registered office at 93 South Woodside Road, Glasgow G20 6NT.

To contact us, please email [info@macarthurgreen.com](mailto:info@macarthurgreen.com) or telephone our customer service line on 0141 342 5404.

### By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site.

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Notice, which sets out how we collect and process your personal data through your use of this website.
- Our Cookie Policy, which sets out information about the cookies on our site.

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated in February 2020.

### Operation of our site

We may update and change our site from time to time to reflect changes to our products, our customers' needs and our business priorities.

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is directed to people located in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or compliant with the legislation governing the preparation and publication of website content in other locations.

### **How you may use material on our site**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may read, print off one copy and download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. You may not use any content of our site, including downloads for commercial purposes or copy it without our permission or without obtaining a licence to do so from us or our licensors.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors and / or licensors) as the authors of content on our site must always be acknowledged.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Prohibited uses**

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms.
- Not to access without authority, interfere with, damage or disrupt any part of our site, any equipment or network on which our site is stored, any software used in the provision of our site, or any equipment or network or software owned or used by any third party.

### **Do not rely on information on this site**

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. In the event that our website is inaccurate in the information it contains, let us know and provided we agree that it is inaccurate, we will correct it as soon as practicable.

### **We are not responsible for websites we link to**

Where our site contains links or advertisements 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.

### **Our responsibility for loss or damage suffered by you**

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in the contract for our services.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it. We will not be liable to you 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 the use of, or inability to use, our site; or the use of or reliance on any content displayed on our site.

### **How we may use your personal information**

We will only use your personal information as set out in our Privacy Notice.

### **Site Security**

We are not responsible for viruses and you must not introduce them. 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 knowingly 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. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **Rules about linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out above.

You may not link to or make any use of content on our site other than that set out above.

### **Breach of this policy**

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate including any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any contribution uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these terms of use. The actions we may take are not limited to those described above, and we may take any other

action we reasonably deem appropriate. Failure by us to enforce a right does not result in a waiver of such right.

**Which country's laws apply to any disputes?**

Please note that these terms of use, their subject matter and their formation, are governed by Scots law. You and we both agree that the Scottish courts will have exclusive jurisdiction.