

FORTH POINT ANALYTICS LIMITED WEBSITE TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

What's in these terms?

These terms tell you the rules for using our website www.forthpoint.com (our site) and apply to any services you access using our site.

Who we are and how to contact us

www.forthpoint.com is a site operated by Forth Point Analytics Limited ("We"). We are a limited company registered in Scotland under company number SC686511 and have our registered office at 32-1 Stafford Street, Edinburgh, EH3 7BD. Our VAT number is 374054206.

To contact us, please email info@forthpoint.com or write to us at our registered office address above.

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.

There are other terms that may apply to you

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

- Our Privacy Policy.
- If you subscribe for services via our site then separate terms and conditions may also apply. These terms will be notified to you at the time you subscribe for a service.

We may make changes to these terms

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.

We may make changes to our site

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

We may suspend or withdraw our site

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. We will try to give you reasonable notice of any suspension or withdrawal.

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.

Cookies

Our site uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our site and allows us to improve our site. By accessing our site, you are agreeing to our use of cookies. Further details of the cookies that we use are set out in our cookie policy.

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; for the purpose of harming or attempting to harm minors in any way; to bully, insult, intimidate or humiliate any person; to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or 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 further agree 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.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@forthpoint.com

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 print off one copy, and may 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 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) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

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.

Where you subscribe for a service that allows you to upload data, information and content to a section of our site, additional terms regarding the ownership and use of that data, information and content will be

governed by the relevant terms and conditions of service that will be notified to you at the time you subscribe for that service.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our 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.

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.

User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

How to complain about content uploaded by other users

If you wish to complain about content uploaded by other users please contact us on info@forthpoint.com

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 services to you, which will be set out in the applicable terms and conditions of service that will be made available to you at the time you subscribe for a service from us.
- We exclude all implied conditions, warranties, representations that 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:
 - use of or inability to use our site; or
 - use or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business or revenue;
 - business interruption;
 - loss of anticipated saving;

- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

How we may use your personal information

We will only use your personal information as set out in our privacy-policy.

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with our content standards which must be complied with in spirit as well as to the letter. We will have discretion to determine whether any content breaches these standards. You are responsible for all content uploaded to our site and for ensuring that all content is complete, accurate and kept up to date and relevant at all times. Any content which you upload will be considered non-proprietary and non-confidential.

All content must be accurate (where it states facts), genuinely held (where it states opinions) and comply with applicable law.

Content must not - be defamatory of any person; obscene, offensive, hateful or inflammatory; bully, insult, intimidate or humiliate; promote sexually explicit material; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; Infringe any copyright, database right or trade mark of any other person; be likely to deceive any person; breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence; promote any illegal activity; be in contempt of court; be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; be likely to harass, upset, embarrass, alarm or annoy any other person; advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse; or contain any advertising or promote any services or web links to other sites.

You warrant that any such content does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

You are solely responsible for securing and backing up your content.

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.

Breach of these terms

When we consider that a breach of these terms of use have occurred, we may take such action as we deem appropriate. This may include:

- Immediate, temporary or permanent withdrawal of your right to use our site and/ or any service provided through our site.
- Immediate, temporary or permanent removal of any content 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,

Which country's laws apply to any disputes?

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

Trade marks

Forth Point Analytics, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.