

## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

### **TERMS OF WEBSITE USE**

These terms of use (together with the documents referred to in it) tell you the terms of use on which you may make use of the website [WWW.VERTROTORS.COM](http://WWW.VERTROTORS.COM) of VERT Rotors UK Limited, company number SC441152 with registered address at Unit A1, Gracemount Business Pavilions, Edinburgh, UK, EH17 8QF, and its affiliates (“our site”), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy for future reference. 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 of use, you must not use our site. By using our site, you also confirm you accept our privacy policy <http://vertrotors.com/wp-content/uploads/2015/10/VERT-Rotors-Privacy-Policy-1-Oct-2015-.pdf> and our use of your personal data and our use of cookies as set out therein.

### **CHANGES TO THESE TERMS**

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we make, as they are binding on you.

### **CHANGES TO OUR SITE**

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

### **ACCESSING OUR SITE**

You agree not to access or use our site in any manner that could damage, disable, overburden, or impair any of our accounts, computer systems or networks. You agree not to attempt to gain unauthorised access to any parts of the site or to interfere with the proper working of the site or any of our accounts, computer systems or networks.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

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.

### **YOUR ACCOUNT AND PASSWORD**

If any of the services provided on our site require you to open an account, you must complete the registration process by providing us with current, complete and accurate information as required by the applicable registration form. You may also be required to choose a password and a user name. Access to and use of password protected or secure areas of our site are restricted to authorised users only and you must not attempt to access a secure area unless you are duly authorised. You agree not to share your password(s), account information, or access to our site with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s) or as a result of your access to the site.

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 know your user identification code or password, you must promptly notify us at [web@vertrotors.com](mailto:web@vertrotors.com).

### **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it in whatever format. Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our rights in any intellectual property on our site.

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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.

In case you use any content or information from our site in any other website, publication or other media, you must reference our website. 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.

#### **NO RELIANCE ON INFORMATION**

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.

#### **LIMITATION OF OUR LIABILITY**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user 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;
- use of or reliance on any content displayed on our site;
- loss of profits, sales, business, or revenue;

- business interruption;
- loss of or destruction to or corruption of data;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

Nothing in our site shall be deemed to be an offer by us to provide any goods or services to you. By using our site, you will not be bound to purchase any goods or services and we will not be bound to provide you with any goods or services until we have together entered into a written agreement for the purchase of such goods or services unless otherwise stated on our site. Our products and services detailed on our site and which you may enquire about using our site have their own terms and conditions. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods or services by us to you, which will be set out in the relevant terms and conditions which will take precedence over these terms of use in the event of a conflict.

#### **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, you agree that you will only upload, share, post, publish, transmit, or otherwise make available (“Share”) on or through our site, content that you have the right and authority to Share and for which you have the right and authority to grant to us all of the licenses and rights set forth herein. By Sharing content, you grant us and other users of our site a worldwide, perpetual, royalty-free, irrevocable, nonexclusive, fully sub-licensable license to use, store, copy and distribute content for our business purposes and our internal purposes including the provision of any service to you. Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content subject to the licences granted in these terms of use.

You agree that you will neither use our site in a manner, nor Share any content, that: (a) is false or misleading; (b) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack; (c) invades another's privacy or includes, copies or transmits another's confidential, sensitive or personal information; (d) promotes bigotry, racism, hatred or harm against any group or individual; (e) is obscene or not in good taste; (f) violates or infringes or promotes the violation or infringement of another's rights, including

intellectual property rights; (g) you do not have the right and authority to Share and grant the necessary rights and licenses for; (h) violates or promotes the violation of any applicable laws or regulations; (i) contains a solicitation of funds, goods or services, or promotes or advertises goods or services; or (j) contains any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer. We may report you to the relevant authorities and may act under the fullest extent of applicable laws if you transmit or upload content intended or designed to cause harm.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in these terms of use. The views expressed by other users on our site do not represent our views or values.

## **VIRUSES**

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 in order 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 which 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 could commit a criminal offence under the Computer Misuse Act 1990 or similar legislation. We will report any such breach to the relevant law enforcement authorities and we will cooperate 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.

## **THIRD PARTY LINKS AND RESOURCES IN OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

#### **APPLICABLE LAW**

These terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Scottish law. We both agree to the exclusive jurisdiction of the courts of Scotland.

#### **CONTACT US**

If you have any questions regarding these terms please contact us on [web@vertrotors.com](mailto:web@vertrotors.com)