

TERMS OF SERVICE

The Auchtermuchty Bond's Website

Website

Welcome to The Auchtermuchty Bond's Website, located at www.theauchtermuchtybond.com (hereinafter: the "**Website**").

The Website is owned and maintained by The Auchtermuchty Bond Limited, a private limited company incorporated and organised under the laws of Great Britain, having its registered address at 5 Station Road, Auchtermuchty, Fife, United Kingdom, KY14 7DP, registered under company number: SC651136 (hereinafter: the "**Company**").

Terms of Service

These user terms of service outline the rules and regulations for the use of the Website (hereinafter: the "**Terms of Service**").

By accessing the Website we assume you accept these Terms of Service. Do not continue to use the Website if you do not accept these Terms of Service.

In these Terms of Service "you" and "your", refer to you, the person using the Website; "we", "our", and "us", refer to the Company.

We expressly reserve the right to amend these Terms of Service from time to time.

Cookies

We employ the use of cookies. By accessing the Website, you agree to the use of cookies in agreement with the Company's Privacy Statement.

Most interactive websites use cookies to retrieve the user's details for each visit. Cookies are used by us on the Website to enable the functionality of certain areas to make it easier for people using our Website. Some of our affiliate/advertising partners may also use cookies.

License

Unless otherwise stated, the Company and/or its licensors own the intellectual property rights for all material on the Website. All intellectual property rights are reserved. You may view and/or print pages from the Website for your own personal use subject to restrictions set in these Terms and Service.

You must not:

- Republish material from the Website;
- Sell, rent or sub-license material from the Website;
- Reproduce, duplicate or copy material from the Website (other than for personal use); and/or
- Redistribute content from the Website.

Comments on our Website

Parts of the Website offer an opportunity for users to post and exchange opinions and information in certain areas of the Website (hereinafter: the "**Comments**"). The Company does not filter, edit, publish or review Comments prior to their publication on the Website. Comments do not reflect the views and opinions of the Company, its agents and/or affiliates. Comments reflect the views and opinions of the users who post their views and opinions. To the extent permitted by applicable laws, the Company shall not in any way be liable for the Comments and/or for damage or expenses caused by and/or suffered as a result of any use of and/or the posting of and/or the appearance of the Comments on the website.

The Company reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive, or in breach of these Terms and Service.

You warrant and represent that:

- You are of age and entitled to post Comments on our website and have all necessary licenses and consents to do so;
- Your Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;

- Your Comments do not contain any defamatory, libellous, offensive, indecent or otherwise unlawful material which is an invasion of privacy; and
- Your Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant the Company a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

Hyperlinking to our Website

The following organisations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organisations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the websites of other listed businesses; and
- Systemwide Accredited Businesses except soliciting non-profit organisations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organisations may link to the home page of the Website, to publications or to other Website information, provided that the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's website.

We may consider and approve other link requests from the following types of organisations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organisations if we decide that: (a) the link favours the general business of the Company and our accredited partners and furthers the objectives of the Company; (b) the organization does not have any negative records with us; (c) the Company benefits from the visibility of the hyperlink; and (d) the link is in the context of general resource information and is otherwise consistent with the Website.

Upon having obtained prior written approval from the Company, these organisations may link to our Website, provided that the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's website.

If you are one of the organisations listed above and are interested in linking to our Website, you must notify us by sending an e-mail to us, to the following address: accounts@auchtermuchtybond.com. Please include your name, the name of your organisation, contact information as well as the URL of your website, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our Website to which you would like to link. We will respond within 3 weeks.

Approved organisations may hyperlink to our Website as follows:

- By use of our Company's name; or
- By use of the URLs being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's website.

No use of our Company's logos or other trademarks and/or artwork will be allowed for linking absent a legally binding trademark license agreement.

iFrames

Without prior written approval, you may not create frames around the pages of our Website that alter in any way the visual presentation or appearance of our Website.

Content Liability

We shall not in any way be responsible or liable for any content that appears on your website. You agree to indemnify and defend us against all claims arising from or relating to your website. No link(s) should appear on any page of your website that may be interpreted as libellous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of any third party rights.

Reservation of rights

We reserve the right to – at any time and at our sole discretion – request that you remove any and all links or any particular link to the Website. You agree to immediately remove all links to our Website upon such request.

Removal of links

If you find any link on our Website or on any linked website that is objectionable for any reason, you are kindly requested to inform us thereof. We will duly consider requests to remove links, but we will not be under any obligation to do so.

Disclaimer

Whilst we endeavour to ensure that the information on the Website is correct and complete, we do not warrant its accuracy or completeness; nor do we commit to ensuring that the Website remains available or that the material on the Website is kept up to date.

To the maximum extent permitted by applicable law, we exclude all liabilities relating to our Website and the use of our Website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

In respect of (the use of) the Website, we will in no event be liable for any lost profits or revenues, or for any indirect, special, incidental or consequential damages, however caused, whether in contract, tort or for breach of statutory duty.

To the extent that the Website and the information and services on the Website are provided free of charge, we will not be liable for any loss or damage of any nature insofar as permitted under applicable law.