

Rapsons Terms and Conditions

Website Legal Notice

Important - this is a legal agreement between you and Rapsons, a private limited company registered according to the laws of United Kingdom under company number 859925364. Registered office: 1 Seafield Road, Inverness, Scotland IV1 1TN.

www.rapsons.com (the "Website") is provided by Rapsons.

Please read the following terms carefully.

By using this website you agree to these terms of use ("the Terms"), which incorporate Rapsons's current standard terms of trade to the exclusion of all other website terms of use or terms and conditions of trade whatsoever. Where there is a conflict between the provisions of the Terms and Rapsons's current standard terms of trade only in relation to the use of this Website then the provisions of the Terms shall prevail over the provisions of Rapsons's current standard terms of trade. If you do not agree to these terms of use, you may not access or otherwise use this Website in any way whatsoever. From time to time, Rapsons may modify the Terms. Accordingly, please continue to review the Terms whenever accessing or using the Website. You may only use the Website in accordance with the Terms outlined below

1. Applicable Law and Place where Contract is formed

No contract shall be concluded between you and Rapsons for the sale by Rapsons to you of any product unless and until Rapsons accepts your order by e-mail. Rapsons's acceptance of your order shall be deemed complete and will be deemed for all purposes to have been effectively communicated to you at the time Rapsons sends a confirmation e-mail to you (whether or not you receive that e-mail). For the avoidance of doubt, any such contract will be deemed to have been concluded in the United Kingdom. Further, any such contract shall be interpreted, construed and enforced in all respects in accordance with the laws of United Kingdom, and you and Rapsons irrevocably submit to the nonexclusive jurisdiction of the United Kingdom Courts.

2. Copyright and Intellectual Property

2.1 Rapsons either owns or is licensed to use the copyright in the design, data, text, table, graphic, editorial or other content of its Website pages, all software compilations, underlying source code and all other data or material appearing on its Website unless another copyright holder is credited on the relevant Website page.

2.2 We appreciate that our material may help to back-up your own research or to augment your organisation's promotional activities. You may use the Rapsons owned material on this Website for non-commercial use provided you do all of the following:

a) act within the copyright laws of United Kingdom, or of the territory in which Rapsons originally published the material;

b) publish the material without any adjustment which would alter its meaning or bring Rapsons, its personnel, representatives, agents, clients or the subject of the material or any other person or entity into disrepute;

c) meet the requirements of current Human Rights legislation and Data Protection Law within Europe (which rights may extend to individuals and entities resident outside the European Economic Area);

d) publish a credit to Rapsons or to a specific and relevant Rapsons publication or website, and to any individual named author, at the foot of the re-used material; and, if reproduced on a website, include a URL link to the original article or the point of entry to that Website page or to the publication's Website page as agreed in advance in writing with the Website administrator or the Company's Copyright Executive.

- 2.3 Rapsons may make available certain Content Licence Agreements for the commercial re-use, translation and/or re-publishing in printed or electronic form of design and content from its Website and pages. Only a holder of a current Content Licence agreement who satisfies all requirements of that Licence agreement may reuse, translate or re-publish in any form or medium design or content which originates on a Website or webpage owned or managed by Rapsons for commercial purposes.
- 2.4 All goodwill associated with your use of the Rapsons trade name or marks shall inure solely to the benefit of Rapsons and you shall not assert any claim or ownership to any trade name or marks or to the goodwill or reputation thereof. All other trade marks, brand names, products and company names all over which are cited on this Website are the trade marks and/or property of their respective owners.

3. User Responsibility

- 3.1 You may not transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic, profane or otherwise objectionable material or information of any kind including but not limited to transmission constituting or encouraging conduct which would constitute a criminal offence, give rise to civil liability or otherwise violate any national or international law.
- 3.2 You may not transmit any information, software, email or attachment which contain in full or in part any Virus, Worm, Trojan Horse or other harmful component.
- 3.3 You may not restrict or inhibit use of the Website by any other individual or organisation.
- 3.4 You may not post, publish, transmit, distribute or otherwise exploit any software information or material obtained through the Website of Rapsons and its associated companies other than for the purposes expressly permitted.
- 3.5 All individual articles, reports and other elements making up the Website may be copyright works or protected by database rights. You agree to abide by all additional copyright and database right notices or restrictions contained on the Website.
- 3.6 You agree to notify Rapsons in writing promptly upon becoming aware of any unauthorised access to or use of the Website by any party.
- 3.7 Other than the licences granted to you under this agreement, you may not copy, reproduce, recompile, decompile, disassemble, reverse-engineer, distribute, publish, display, perform, modify, upload to create derivative works from, transmit, communicate or in any other way exploit any part of the Website and/or the Website's material.
- 3.8 The Website and all the information contained therein may not be used to construct a database of any kind nor may the Website be stored in its entirety or in any part in databases for access by you or any third party or to distribute any database Website containing all or part of the Website.
- 3.9 You agree to indemnify, defend and hold harmless Rapsons from and against any claims, actions, demands or other proceedings brought against Rapsons by a third party to the extent that such claim, suit, action or other proceedings is based on or arises in connection with your use of the

Website and any breach by you of the Terms. This section survives termination of this agreement for any such reason.

- 3.10 You accept that Rapsons has the right to change the material, or information of any aspect of the Website at any time at its sole discretion. You further accept that such changes result in your being unable to access the Website. Rapsons may have to suspend the Website from time to time to carry out maintenance and to make upgrades.

4. Hyperlinks

4.1 Our hyperlinks:

The Website may include links to third party websites. Such hyperlinks are included to ease the user's path through the Internet. Their inclusion cannot be taken to imply any endorsement or validation by Rapsons of the content of the website referred to. Hyperlinks can become out-of-date and cease to work or they can direct users to a website page whose contents or use have been changed by its owner.

Rapsons has no control over, and can therefore accept no responsibility or liabilities for any losses or penalties that may be incurred or for the accuracy of hyperlinks to third party web sites, or the content of such third party Website.

4.2 Your hyperlinks:

You may provide hyperlinks to the Website and pages owned and/or managed by Rapsons and its associated Website PROVIDED THAT you first obtain the prior written consent from Rapsons. Such hyperlinks may only direct users to the home page of the relevant website, and must display the relevant page in the same form as this Website, without amendment or framing.

5. Disclaimer

- 5.1 The material and information published on this Website are provided on an "as is" basis without warranty of any kind, either expressed or implied. Rapsons does not guarantee the accuracy or integrity of the material or information nor its suitability for any particular purpose. **To the fullest extent permitted by law, Rapsons excludes any liability whether in contract, tort (negligence) or otherwise for any incorrect or misleading information on the Website. In addition, Rapsons does not represent or warrant that the information accessible via the Website is accurate, complete or current.**
- 5.2 Errors can occur and Rapsons offers no assurance that they will be corrected. **No liability will be accepted in respect of service interruptions, nor in the event of any Viruses, Worms, Trojan Horses and other harmful components being present in or transmitted by Rapsons systems and networks.**
- 5.3 **Rapsons does not accept any liability for any loss of data or software, revenue, business, profits cost or expense, or any direct, indirect, incidental or consequential loss or damage arising out of or in connection with the use of, or the lack of availability of the Website or its content and/or in connection with any permission, right or licence to use the material given under clause 2.2 or otherwise.**
- 5.4 It is your responsibility to assess the value of the information and material on the Website in the right of your own business and personal circumstances. Website content remains journalistic opinion and does not constitute legal, financial or professional advice, and may not represent the views of the Rapsons, its directors, employees or agents.

- 5.5 Except as specifically stated on the Website, to the fullest extent permitted at law, neither Rapsons nor any of its affiliates, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this Website or the information, content, materials or products included on this Website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. For the avoidance of doubt, Rapsons does not limit its liability for death or personal injury to the extent only that it arises as a result of the negligence of Rapsons, its affiliates, directors, employees or other representatives.
- 5.6 Nothing in this clause 5 shall exclude Rapsons's liability to you for fraudulent misrepresentation by Rapsons or the death or personal injury resulting from its negligence or that of its employees.
- 5.7 Price and availability of information is subject to change without notice.

6. Right of cancellation for Consumers only

- 6.1 Where you are a business as opposed to a Consumer (as referred to in the Consumer Protection (Distance Selling) Regulations 2000), our returns procedure shall be as outlined in our standard terms of trade.
- 6.2 Where you are a consumer under the United Kingdom's Consumer Protection (Distance Selling) Regulations 2000, you have the right to cancel the contract for the purchase of any item within seven working days of delivery. This applies to all our products. However, we regret that we cannot accept cancellations of contracts for the purchase of video, DVD, audio, or software products where the item has been unsealed.
- 6.3 To cancel this contract, please fill out the proof of delivery form that accompanies your items, giving the reason for the return as "Contract cancellation". Please package the relevant item securely and return it to us with the delivery slip so that we receive it within seven working days of the date that the item was delivered to you.
- 6.4 Please note that you will be responsible for the costs of returning the Goods to us unless we delivered the item to you in error or the item is faulty. If we do not receive the item back from you with the proof of delivery form, we may arrange for collection of the item from your residence at your cost.