

Terms of Website Use

Date of Last Revision: September 21, 2019

TERMS OF WEBSITE USE

These Terms of Website Use (together with the documents referred) (Terms) set out the terms on which you may make use of our website www.housebuyers.scot (our Website). Please read these Terms carefully as use of our Website constitutes your acceptance of these Terms. We reserve the right to update the Terms at any time by displaying amended terms on our Website. You will be deemed to have agreed to the amended terms when you next use our Website following any amendment. The [Privacy Policy](#) and [Terms of Reward](#) form part of the terms of our Website. If you do not agree to these Terms, do not use our Website.

References in these Terms to “you” and “your” are to you, the website user and “we”, “us”, “our” are to AB Systems Holding Limited trading as House Buyers.Scot.

1. Information about us

We are a limited company, registered in Scotland under company number SC602815 and our registered address is at 8 Deer Park, Livingston, EH54 8GA.

2. Accessing our Website

2.1 Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice. We will not be liable if for any reason our Website is unavailable at any time or for any period.

2.2 From time to time, we may restrict access to some parts of our Website or our entire Website to users.

2.3 You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms, and that they comply with them.

3. Your use of our website

3.1 You may use our Website only for lawful purposes. You may not use our Website:

3.1.1 in any way that breaches any applicable local, national or international law or regulations;

3.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

3.1.3 for the purpose of harming or attempting to harm any person in any way;

3.1.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms;

3.1.5 to transmit to or from our Website any material that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

3.1.6 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and

3.1.7 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.

3.2 You also agree:

3.2.1 not to reproduce, duplicate or copy any part of our Website in contravention of the provisions of these Terms; and

3.2.2 not to access without authority, interfere with, damage or disrupt:

- (i) any part of our Website;
- (ii) any equipment or network on which our Website is stored; or
- (iii) any software used in the provision of our Website.

4. Suspension and termination

4.1 In our sole discretion we shall determine whether there has been a breach if these Terms through your use of our Website. When a breach of these Terms has occurred, we may take such action as we deem appropriate, including but not limited to any of the following actions:

4.1.1 immediate, temporary or permanent withdrawal of your right to use our Website;

4.1.2 further legal action against you; and/or

4.1.3 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

5. Intellectual property rights

5.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. For the purposes of this legal notice, any use of extracts from the Website other than in accordance with this clause for any purpose is prohibited.

5.2 You may draw the attention of others within your organisation to material posted on our Website.

5.3 If you breach any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

5.4 You are invited to submit comments and contributions to our content. If you contribute content to our Website, you agree to grant us a non-exclusive, royalty-free license to publish and use all your material in any way at any time on our Website. You shall remain the owner of the copyright in any submitted material. You also agree to indemnify us from any and all claims and liabilities (including legal fees) which arise from your contribution to our Website.

6. Changes to our Website

We aim to update our Website regularly, and may change the content at any time. If the need arises, we may suspend access to our Website, or close it indefinitely. Any of the material on our Website may be out of date at any given time, and we are under no obligation to update such material.

7. No reliance on Information

7.1 The content on our Website 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.

7.2 Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

8. Our liability

8.1 To the extent permitted by law, we expressly exclude:

8.1.1 all conditions, warranties, representations and other terms which might otherwise be implied by statute, common law or the law of equity;

8.1.2 all liability for any claim, loss, demands or damages of any kind whatsoever (whether such claims, loss demands or damages were foreseeable, known or otherwise) arising out of or in connection with the use of our Website or the information, content or materials included on this Website and any communication sent to you by us or any communication sent to us to you via the internet, including without limitation, indirect or consequential loss or damage; loss of actual or anticipated profits (including loss of profits on contracts); loss of revenue; loss of business loss of opportunity; loss of anticipated savings; loss of goodwill; loss of reputation; loss of damage to or corruption of data; loss of use of money or otherwise, and whether or not advised of the

possibility of such claim, loss demand or damages and whether arising in tort (including negligence), contract or otherwise on account of your access to, use of, or browsing our Website or your downloading of any material from the Website or any websites linked to our Website.

8.2 Nothing in this website disclaimer excludes or limits our liability for:

8.2.1 death or personal injury caused by our negligence (or that of its employees, agents or directors); or

8.2.2 fraud or fraudulent misrepresentation; or

8.2.3 any liability which may not be limited or excluded by law.

9. Information about you and your visits to our Website

We process information about you in accordance with our [Privacy Policy](#). By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

10. Viruses, hacking and other offences

We do not guarantee that our Website will be secure or free from bugs or viruses. You should use your own virus protection software.

You must not misuse our Website 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 Website, the server on which our Website is stored or any server, computer or database connected to our Website. In doing so, you may be committing 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.

11. Linking to our Website

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

11.2 We reserve the right to withdraw linking permission without notice.

11.3 If you wish to make any use of material on our Website other than that set out above, please address your request to contactus@housebuyers.scot

12. Links from our Website

Where our Website contains links to other sites provided by third parties, these links are provided for your information only. We have no control over the contents of those sites and accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of third party websites is at your own risk.

13. Jurisdiction and applicable law

13.1 These terms are governed by Scottish law. This means that any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims), will be governed by Scottish law. Both parties agree to the exclusive jurisdiction of the courts of Scotland

14. Variations

We may revise these Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions, contained in these Terms may also be superseded by provisions or notices published elsewhere on our Website.

15. Your concerns

If you have any concerns about material which appears on our Website, please contact contactus@housebuyers.scot

Thank you for visiting our Website.