

## **Terms and Conditions**

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The term "Ann Edgar Charitable Trust" or "TAECT" or "us" or "we" refers to the owner of the website whose registered address is 290 South Gyle Road Edinburgh EH12 9DU Our charity registration number is SCO42556. The term "you" refers to the user or viewer of our website.

The Ann Edgar Charitable Trust reserves the right to change these Terms and Conditions from time to time by updating this page. Your continued use of this site after changes are posted constitutes your acceptance of this agreement as modified.

The use of this website is subject to the following terms:

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- We endeavour to keep the information up-to-date and correct, but we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, timeliness, reliability, suitability or availability with respect to the website or the information, opinions, services or related graphics contained on the website for any purpose or that of information contained within the websites of organisations listed on and/or linked to from this website. Any reliance you place on such information is therefore entirely at your own risk.
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## General

- Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.
- You may not create a link to this website from another website or document without the Ann Edgar Charitable Trust's prior written consent.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of Scotland and the UK.
- Every effort is made to keep the website up and running smoothly. However, the the Ann Edgar Charitable Trust takes no responsibility for and will not be liable for the website being temporarily unavailable due to technical issues beyond our control.

## On-line Conduct

- You understand that all data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not the Ann Edgar Charitable Trust, are entirely responsible for all Content that you upload, post or e-mail via our message board and our site.
- We do not control the Content posted via the Facebook Group or the Twitter account and therefore do not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will we be liable in any way for any Content, including (without limitation) any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of your use of any Content.
- You agree that you must evaluate and bear all risks associated with the use of any Content including any reliance on its accuracy or completeness.
- You also understand that by using our social media and our site, you may be exposed to Content that is offensive, indecent or objectionable.
- You agree you will not use the social media or any part of our site to:
  - upload, post or e-mail any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
  - harm minors in any way; impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity (including the the Ann Edgar Charitable Trust) or disguise the origin of any Content;
  - "stalk" or otherwise harass another or collect or store personal data about other users;
  - upload, post or e-mail any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;
  - upload, post or e-mail any Content that infringes any intellectual property rights of any party, any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters" or any other form of solicitation or any Content that contains computer viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
  - disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
  - violate any applicable national or international laws or regulations.
- You acknowledge that we do not pre-screen Content but that we shall have the right (though not the obligation) in our sole discretion to move, modify or remove any Content that is available on or via the message board or our site generally without prior notice. If you are offended by or object to any Content, please notify us through our complaints procedure [info@taect.scot](mailto:info@taect.scot)

## Licence

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### **Indemnity and Liability**

- You acknowledge these terms act as a general release of the Ann Edgar Charitable Trust (and its officers, trustees, directors, agents and employees) from any liability to you for any claims, loss or damages arising out of or in any way connected to your use of the message board and this site and that all such liability is excluded to the fullest extent permitted by law.
- Particularly, you acknowledge we shall not be liable to you for any direct or indirect loss or damage, including consequential loss and loss of profits, goodwill, business opportunities or data, whether arising in tort (including negligence), contract or otherwise, arising out of or related to your use or inability to use this message board or our site or based upon your reliance on the information presented, even if you have been advised of the possibility of such damages.
- Nothing within these terms limits or restricts our liability to you for death or personal injury resulting from the Ann Edgar Charitable Trust's negligence or that of its employees or agents.
- You agree to indemnify and hold us and our subsidiaries, affiliates, employees, officers, agents or partners harmless from and against any direct or indirect loss or damage (including consequential loss and loss of profits, goodwill or business opportunities) arising from any third party claim whether in contract, tort (including negligence) or otherwise in relation to any Content you upload, post or e-mail on or through the message board or our site, your use of them or your breach of any of the provisions of these terms.

### **Sanctions**

- As soon as we are made aware of activities which breach these terms prompt action will be taken. If you witness such breaches on the message board or anywhere else in our site, please notify us immediately.
- On being made aware of any such breaches, we may ban, delete or prohibit any Content which relates to those breaches or which we judge harmful to individuals or the rights of the Ann Edgar Charitable Trust or any of our affiliates, licensors or partners.
- We reserve the right to take whatever action we deem necessary to prevent such breaches including the following: • breaches we deem in our absolute discretion as minor may result simply in a warning to you; • or breaches we deem in our absolute discretion as serious may result in your automatic suspension or permanent ban from the message board and our site generally. • All incidents will be logged and our decision is final in all such cases.
- In addition we may at any time move, modify or remove any Content or take further legal action as a result of breaches or suspected breaches of these rules, any applicable laws or regulations or where our rights or third party rights are threatened or infringed.

### **General**

- Our failure to insist upon or enforce strict performance of any provision of these terms shall not be construed as a waiver of any provision or right.

If any part of the terms is unenforceable, invalid or illegal (including any provision in which we exclude our liability to you) the enforceability, validity or legality of any other part of these terms will not be affected or impaired in any way.