
MARKET ARGYLL WEBSITE TERMS OF USE

BACKGROUND:

These Terms of Use, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, www.marketargyll.co.uk ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to Paid Listings or business memberships, terms for which will be issued on an individual basis via Contracts.

1. Definitions and Interpretation

1.1 In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

"Account"	means a membership account required for a User to access and/or use certain areas of Our Site, as detailed in Clause 4;
"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
"Free Listing"	means a free membership listing posted on Our Site by a User, providing details of that User's business or organisation;
"Paid Listing"	means a premium membership/directory listing posted on Our Site by a User, in exchange for a fee, providing details of that User's business;
"Listed Business"	means any business featured in a Free or Paid Listing;
"Third Party Advertiser"	means a party responsible for Third Party Advertising displayed on Our Site;
"Third Party Advertising"	means advertising displayed on Our Site in addition to Free Listings and Paid Listings, as detailed in Clause 9;
"User"	means a user of Our Site; and
"We/Us/Our"	means Market Argyll, trading under KO Creative Consultants Ltd, a company registered in Scotland under SC664137, of 272 Bath Street, Glasgow, G2 4JR.

2. Information About Us

- 2.1 Our Site, www.marketargyll.co.uk, is owned and operated by KO Creative Consultants Ltd, a limited company registered in Scotland under SC664137, of 272 Bath Street, Glasgow, G2 4JR.

3. Access to Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. Accounts

- 4.1 Certain parts of Our Site (including the ability to post Free Listings and Paid Listings) may require a membership Account in order to access them.
- 4.2 You may not create an Account if you are under 18 years of age. If you are under 18 years of age and wish to use the parts of Our Site that require an Account, your parent or guardian should create the Account for you and you must only use the Account with their supervision.
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 4.4 We recommend that you choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers, and symbols". It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at info@marketargyll.co.uk. We will not be liable for any unauthorised use of your Account.
- 4.5 You must not use anyone else's Account without the express permission of the User to whom the Account belongs.
- 4.6 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law, as set out in Clause 18.
- 4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of Our Site requiring an Account for access.
- 4.8 If you close and delete your Account, any Free Listing(s) you have posted to Our Site will also be deleted and the licence granted to Us under sub-Clause

6.4 will be terminated.

5. Intellectual Property Rights

- 5.1 With the exception of Free Listings and Paid Listings, all Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including that in Free Listings and Paid Listings) is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 5.2 Subject to sub-Clause 5.3 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- 5.3 You may:
 - 5.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
 - 5.3.2 Download Our Site (or any part of it) for caching;
 - 5.3.3 Print one copy of any page(s) from Our Site;
 - 5.3.4 Download extracts from pages on Our Site; and
 - 5.3.5 Save pages from Our Site for later and/or offline viewing.
- 5.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 5.5 You may not use any Content printed, saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or Our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.

6. Free Listings

- 6.1 An Account is required if you wish to submit a Free Listing. Please refer to Clause 4 for more information.
- 6.2 You agree that you will be solely responsible for your Free Listing. Specifically, you agree, represent and warrant that you have the right to submit the Free Listing and that all information in the Free Listing is accurate and truthful, that all such information will be kept accurate and up-to-date, that no personal data will be included that you do not have the right to include, and that your Free Listing will comply with Our Acceptable Usage Policy, detailed below in Clause 13.
- 6.3 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 6.2. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 6.4 You (or your licensors, as appropriate) retain ownership of the content of your Free Listing and all intellectual property rights subsisting therein. By

submitting a Free Listing, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence that Free Listing for the purposes of operating and promoting Our Site.

- 6.5 If you wish to remove a Free Listing from Our Site, you may do so by emailing info@marketargyll.co.uk with your request to do so. We will use reasonable efforts to remove the Free Listing in question from Our Site. Removing a Free Listing also revokes the licence granted to Us to use that Free Listing under sub-Clause 6.4. Please note, however, that caching or references to your Free Listing may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
- 6.6 We may reject, reclassify, or remove any Free Listing from Our Site where, in Our sole opinion, it violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the Free Listing in question should be removed as a result.

7. Links to Our Site

- 7.1 You may link to Our Site provided that:
 - 7.1.1 you do so in a fair and legal manner;
 - 7.1.2 you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 - 7.1.3 you do not use any logos or trademarks displayed on Our Site without Our express written permission; and
 - 7.1.4 you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 7.2 You may not link to any page other than the homepage of Our Site, www.marketargyll.co.uk. Deep-linking to other pages requires Our express written permission. Please contact Us at info@marketargyll.co.uk for further information.
- 7.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at info@marketargyll.co.uk for further information.
- 7.4 You may not link to Our Site from any other site the main content of which contains material that:
 - 7.4.1 is sexually explicit;
 - 7.4.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 7.4.3 promotes violence;
 - 7.4.4 promotes or assists in any form of unlawful activity;
 - 7.4.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
 - 7.4.6 is intended or is otherwise likely to threaten, harass, annoy, alarm,

inconvenience, upset, or embarrass another person;

7.4.7 is calculated or is otherwise likely to deceive another person;

7.4.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;

7.4.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 7.4);

7.4.10 implies any form of affiliation with Us where none exists;

7.4.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or

7.4.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

8. Links to Other Sites

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

9. Advertising

9.1 We may feature Third Party Advertising on Our Site and We reserve the right to display Third Party Advertising on the same page as any content from any User.

9.2 You agree that you will not attempt to remove or hide any Third Party Advertising using HTML/CSS or by any other method.

9.3 We are not responsible for the content of any Third Party Advertising on Our Site. Each Third Party Advertiser is responsible for the content of their own Third Party Advertising material]. We will not be responsible for any Third Party Advertising on Our Site including, but not limited to, any errors, inaccuracies, or omissions.

10. Disclaimers and Legal Rights

10.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action on the basis of any information provided on Our Site.

10.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware,

or that it will be secure. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, if you are a consumer, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

- 10.3 We make reasonable efforts to ensure that Our Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.
- 10.4 We are not responsible for the content or accuracy of, or for any opinions, views, or values expressed in Free Listings or Paid Listings. Any such opinions, views, or values are those of the relevant User and do not reflect Our opinions, views, or values in any way. We have no control over, nor any involvement in, any Free Listings or Paid Listings, and We accept no responsibility for any actions taken, or for any products or services provided by, any Listed Business or Organisation.

11. Our Liability

- 11.1 The provisions of this Clause 11 apply only to the use of Our Site but not to Free or Paid Listings, which are governed separately by Our Terms of Sale. Limitations and exclusions stated to apply only to the use of Our Site but not to free or paid listing, services or memberships. These are governed separately through individual contracts with clients and members.
- 11.2 To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (whether it is provided by Us or whether it is a Free or Paid Listing included on Our Site).
- 11.3 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- 11.4 If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 11.5 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. However, subject to sub-Clause 10.2, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- 11.6 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure,

communications network failure, natural events, acts of war, or legal restrictions and censorship.

- 11.7 Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

12. Viruses, Malware and Security

- 12.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware. We do not, however, guarantee that Our Site is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 11.5.
- 12.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 12.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 12.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 12.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 12.6 By breaching the provisions of sub-Clauses 12.3 to 12.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

13. Acceptable Usage Policy

- 13.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause 13. Specifically:
- 13.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
- 13.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- 13.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- 13.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 13.2 When communicating in any way using Our Site, you must not submit,

communicate or otherwise do anything that:

13.2.1 is sexually explicit;

13.2.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;

13.2.3 promotes violence;

13.2.4 promotes or assists in any form of unlawful activity;

13.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age;

13.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

13.2.7 is calculated or is otherwise likely to deceive [(including any unsubstantiated or unsupported claims or comparisons concerning the Listed Business or any other business or person)];

13.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;

13.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 13.2);

13.2.10 implies any form of affiliation with Us where none exists;

13.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or

13.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

13.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 13 or any of the other provisions of these Terms of Use. Specifically, We may take one or more of the following actions:

13.3.1 suspend or remove your Free Listing;

13.3.2 suspend or remove any Paid Listing(s) you may have (Please refer to Our Terms of Sale);

13.3.3 issue you with a written warning;

13.3.4 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

13.3.5 take further legal action against you as appropriate;

13.3.6 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

13.3.7 any other actions which We deem reasonably appropriate (and lawful).

13.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to

breaches of these Terms of Use.

14. Privacy and Cookies

Use of Our Site is also governed by [Our Cookie](#) and [Privacy Policies](#). These policies are incorporated into these Terms of Use by this reference.

15. Changes to these Terms of Use

15.1 We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

15.2 In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

16. Contacting Us

To contact Us, please email Us at info@marketargyll.co.uk or using any of the methods provided on Our contact page at www.marketargyll.co.uk/contact.

17. Communications from Us

17.1 If We have your contact details (if, for example, you have a membership Account) We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, Our Terms of Sale, and changes to your Account.

17.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to 28 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.

17.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at info@marketargyll.co.uk or via www.marketargyll.co.uk/contact.

18. How We Use Your Personal Information (Data Protection)

18.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

18.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please

refer to Our [Privacy Policy](#) and [Cookie Policy](#).

19. Law and Jurisdiction

- 19.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of Scotland.
- 19.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 19.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 19.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of Scotland.