### **TERMS OF USE**

Welcome to <a href="www.clearviewminds.com">www.clearviewminds.com</a> the website of Clearview Minds Limited ("we", "our" or "us") which website is hereinafter referred to as "this Site". Please read these terms and conditions ("terms of use") carefully before you use this Site as by using this Site you are deemed to accept the terms of use in full without modification or amendment. If you do not accept them you must leave this Site immediately and you may not make use of any information or services we provide through it.

We reserve the discretion to amend the terms of use from time to time, in each case with effect from the date on which the amendment is posted on this Site. You should check this Site from time to time to review the then-current terms of use. If you continue to use this Site you will be deemed to have accepted the changes to the terms of use.

#### **Disclaimer**

This Site and its content are provided for general information only. Whilst we believe the materials on this Site to be true and accurate as at the date of writing they are provided "as is" and we give no assurances or warranty regarding the accuracy, completeness or currency of any of the content. Nothing in this site constitutes professional advice and we recommend that for specific matters, queries or problems you contact us direct at <a href="mailto:info@clearviewminds.com">info@clearviewminds.com</a>.

We do not warrant that access to this Site will be uninterrupted or entirely error free. Whilst it is our policy to virus check documents and files before they are posted on this Site we cannot guarantee that documents or files downloaded from this Site will be free from viruses and we do not accept any responsibility for any damage or loss caused by any virus. Accordingly, for your own protection, you should use virus-checking software when using this Site.

# Copyright

This Site is protected by copyright and database rights. Unless otherwise stated the copyright and all other intellectual property rights in all other material on this Site (including without limitation photographs and graphical images) are owned by us or our licensors. Permission is given for the downloading and temporary storage of one or more of these pages for the sole purpose of viewing them on a stand-alone personal computer or monitor for your private use or for non-commercial research within your organisation. Permanent copying or storage of any of these pages (or any part thereof) or the re-distribution thereof by any means (including publishing or incorporating them in any other website or electronic information or retrieval system) is not permitted without our prior written consent. In particular you are not allowed to modify any downloaded documents or related graphics nor use any graphics separate from the corresponding text. Nothing in these terms and conditions constitutes a licence to use or copy any part of this Site except as expressly provided for herein. All rights not hereby expressly granted are hereby reserved.

If you breach the terms of this provision your permission to use this Site automatically terminates and you must immediately destroy any downloaded or printed extracts from the Site.

## Your Use of The Site

You warrant to us that when using this Site you will not:-

- Copy, alter, modify or delete any of its content
- Introduce any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information; or

• Cause this Site to be interrupted, damaged or rendered less efficient such that the effectiveness or functionality of the website is in any way impaired.

Use of this Site by you for any purpose which may be unlawful in the United Kingdom or in your jurisdiction if located outwith the United Kingdom is strictly prohibited and you agree to keep us fully indemnified against any claims, losses, liability, damages or expenses arising out of misuse by you of any part of this Site or of the information or materials contained in it.

#### Links

This Site may provide links to, and content from, other Internet sites and resources. However given that monitoring the amount of information disseminated and accessible via those sites and resources is impractical and beyond our resources such information cannot be guaranteed to be accurate and up to date and is not endorsed by us. If you decide to access any third party websites linked to this Site you do so entirely at your own risk.

Links by you to this Site, and specifically framing or deep linking may only be permitted if you first obtain our express written consent and will be subject to such conditions as we may see fit to impose.

## Liability

We expressly exclude liability and responsibility for any amount or kind of loss or damage (including without limitation any direct, indirect, punitive or consequential loss or damages, any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption and whether in delict or tort (including without limitation negligence), contract or otherwise) in connection with the use of this Site or in connection with the use, inability to use or the results of use of this Site, any websites linked to the website or material on such website including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Site or your downloading of any material from this Site or any websites linked to this Site.

Nothing in this legal notice shall exclude or limit our liability for death or personal injury caused by negligence, fraud, misrepresentation as to a fundamental matter or any liability which cannot be excluded or limited under applicable law.

### **Data Protection**

Use of data that you provide to us is governed by our privacy policy.

## **General Conditions**

If we fail to exercise or delay in exercising any right or remedy under these terms of use or by law, that will not constitute a waiver of our rights or remedy nor shall it prevent us from exercising that right or remedy in whole or in part in the future.

If any provisions of these terms of use (or part of a paragraph or provision) is found by any court to be invalid, unenforceable or legal the other provisions shall remain in force.

### **Governing Law**

This website is operated and controlled from the United Kingdom and these terms and conditions and your use of this Site are governed by and construed in accordance with the laws of Scotland and shall be subject to the non-exclusive jurisdiction of the Scotlish Courts.