

TERMS OF WEBSITE USE

I'm sorry that this is so long and boring, and possibly confusing. I aim to update this to be clearer and more digestible as soon as I have time 😊

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website <u>www.lynnpilkington.com</u> ('**the site'**), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use my site, as these will apply to your use of our site.

By using my site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not my site.

OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our privacy policy which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our cookie policy, which sets out information about the cookies on our site.

INFORMATION ABOUT WWW.LYNNPILKINGTON.COM

Www.lynnpilkington.com is a site operated by Lynn Pilkington Consulting. I am a sole trader.

CHANGES TO THESE TERMS

I may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes i make, as they are binding on you.

CHANGES TO THE SITE



I may update our site from time to time, and may change the content at any time. However, please note that any of the content on the site may be out of date at any given time, and i am under no obligation to update it.

I do not guarantee that my site, or any content on it, will be free from errors or omissions.

ACCESSING THE SITE

Our site is made available free of charge.

I do not guarantee that the site, or any content on it, will always be available or be uninterrupted. Access to the site is permitted on a temporary basis. I may suspend, withdraw, discontinue or change all or any part of our site without notice. I will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the site.

You are also responsible for ensuring that all persons who access the site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

The site is directed to people residing in the United Kingdom. I do not represent that content available on or through our site is appropriate or available in other locations. I may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access the site from outside the United Kingdom, you do so at your own risk.

INTELLECTUAL PROPERTY RIGHTS

I am the owner or the licensee of all intellectual property rights in the site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the site for your personal use and you may draw the attention of others within your organisation to content posted on the site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the site must always be acknowledged.



You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from me or my licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use the site will cease immediately and you must return or destroy any copies of the materials you have made.

NO RELIANCE ON INFORMATION

The content on the site 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 the site.

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

LIMITATION OF OUR LIABILITY

Nothing in these terms of use excludes or limits my liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

To the extent permitted by law, i exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

I will not be liable to any user for any loss or damage, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- Use of, or inability to use, the site; or
- Use of or reliance on any content displayed on the site.

If you are a business user, please note that in particular, i will not be liable for:

- Loss of profits, sales, business, or revenue;
- Business interruption;
- Loss of anticipated savings;
- Loss of business opportunity, goodwill or reputation; or
- Any indirect or consequential loss or damage.



If you are a consumer user, please note that i only provide the site for domestic and private use. You agree not to use the site for any commercial or business purposes, and i have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

I will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the site or to your downloading of any content on it, or on any website linked to it.

I assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by me of those linked websites. I will not be liable for any loss or damage that may arise from your use of them.

VIRUSES

I do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the site. You should use your own virus protection software.

You must not misuse the site 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 the site, the server on which the site is stored or any server, computer or database connected to the site. You must not attack the site via a denial-ofservice attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the computer misuse act 1990. I will report any such breach to the relevant law enforcement authorities and i will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the site will cease immediately.

LINKING TO OUR SITE

You may link website pages, provided you do so in a way that is fair and legal and does not damage my reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on my part where none exists.

You must not establish a link to the site in any website that is not owned by you.

I reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact lynn@lynnpilkington.com.



THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Where the site contains links to other sites and resources provided by third parties, these links are provided for your information only. I have no control over the contents of those sites or resources.

APPLICABLE LAW

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by Scots law. If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Scots law. We both agree to the exclusive jurisdiction of the courts of Scotland.

CONTACT US

To contact me, please email <u>lynn@lynnpilkington.com</u>.

Thank you for visiting the site.