

## **Website Terms & Conditions**

In these terms, Scala Consultancy Limited t/a Scala Consultancy is referred to as “**we**”, “**us**”, “**our**” and “**Scala Consultancy**”. By using the website at [www.scalaconsultancy.com](http://www.scalaconsultancy.com) (the “**Site**”), all users of our Site are accepting and agreeing to comply with the terms below (the “**Terms**”). Scala Consultancy’s Privacy Policy and Regulatory Policy on the Site also apply to your use of this Site, so please read all of the policies carefully along with the Terms below and if you do not agree to any of them, you must not use or view the Site any further.

### **Services on our Site**

Our Site sets out the services provided by Scala Consultancy together with details of our expertise, the team, clients and news. Our Site also enables you to contact us via the “Contact” page as well as via the email addresses and phone number provided, and to click through to our social media pages.

### **Accessing and Use of the Site**

By accessing the Site, you agree to do so only for your own personal, non-commercial use and in accordance with these Terms. We may terminate or block your use of the Site for any conduct that we reasonably consider to be inappropriate, including for your breach of these Terms.

Any use of the Site (including, but not limited to, viewing content) constitutes your acceptance of these Terms and accordingly they take effect the moment you first use the Site.

You may not copy, reproduce, republish, download, post, store (including in any other website), distribute, transmit, broadcast, commercially exploit or modify in any way any of the Site’s material or content, remove any copyright, trademark or other proprietary rights notices from the Site or materials originating from the Site, frame or mirror any part of the Site without our express prior written consent or permit or assist any third party to do the same.

You agree to only use the Site for lawful purposes and in a manner which does not improperly infringe the rights of, or restrict or inhibit the use and enjoyment of the Site by any third party. Such restriction or inhibition includes, but is not limited to, conduct which is fraudulent, libellous, in breach of anyone’s privacy or which may harass, cause distress or inconvenience to any person and the transmission of obscene or offensive content or interruption of the normal flow of dialogue within the Site. We reserve the right to screen, filter and/or monitor and/or remove content (if any) for this purpose.

You must not: (i) knowingly introduce viruses, trojans, worms, logic bombs, or other material which is malicious or technologically harmful onto the Site, (ii) gain or attempt to gain unauthorised access to the Site or tamper with, or use non-public areas of the Site, the server on which our Site is stored or any of our servers, computer systems or databases, or our technical delivery systems or those of our providers; (iii) probe, scan, hack, or test the vulnerability of any system or network forming part of or connected to the Site or breach or circumvent any security or authentication measures; (iv) access or search or attempt to access or search the Site by any means (automated or otherwise) except through the search functionality provided on the Site; (v) in any way use the Site to send altered, deceptive or false source-identifying information; or (vi) attack the Site with a denial of service attack or distributed denial of service attack or interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming or mail-bombing the Site. By breaching this provision you would be committing a criminal offence. We will

report any such breach to the relevant authorities and will co-operate by disclosing your identity to them. In the event of such breach, your right to use the Site will cease immediately.

The content on our Site is provided for general information purposes only and is not intended to constitute advice, and should not be relied on or treated as a substitute for specific advice relevant to particular circumstances. Scala Consultancy accepts no responsibility for any loss which may arise from reliance on content published on our Site. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

Information, videos and other material on the Site may contain inaccuracies and typographical errors. We do not make any representations, warranties or guarantees, whether express or implied, that the accuracy or completeness of these or that information is up to date, or the reliability of any information displayed or distributed through the Site. You acknowledge that reliance on any such information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any part of the Site and to make changes to the Site at any time without notice.

### **Availability of the Site**

We make no representation that content on the Site is appropriate or available for use at locations other than the United Kingdom and Republic of Ireland. If you access the Site outside of the United Kingdom or Republic of Ireland, you are responsible for compliance with all local laws.

The Site, information, images, logos and content relating to the Site, and/or any of our associated companies, products and services (or to third party products and services), are provided 'AS IS' and on an 'AS AVAILABLE' basis without any representation, endorsement or warranty of any kind, including but not limited to implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

We will endeavour to provide the Site using all reasonable care and will use reasonable efforts to make the Site available to you at all times. However you acknowledge that the Site is provided over the internet and so the quality and availability of the Site may be affected by factors that are outside our reasonable control such as technical faults in your ISP's and/or telecommunication providers' network/service. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, providers, computer equipment or software, or failure of any communication to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any website (or any combination of these things).

We make no guarantees that the Site will be available, uninterrupted or error free, or that defects will be corrected, or that the Site or the server that makes it available are free of viruses or bugs. You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software. We will not be responsible for any loss or damage caused by: (i) interruption or delay to the Site or errors, viruses or bugs contained in the Site caused by events outside our reasonable control, (ii) your negligence, your breach of the Terms or failure to follow our reasonable instructions, (iii) any incompatibility of the Site with any other software or material on your equipment, (iv) any unauthorised use of the Site, or (v) any other factor that is outside our reasonable control.

### **Intellectual Property Rights including Copyright**

The names, images and logos identifying Scala Consultancy and all of Scala Consultancy's associated companies or third party partners and any products and services are proprietary marks of these

parties. Nothing in the Terms shall be construed as conferring to you any licence or right under any intellectual property right of any of the above parties unless expressly stated otherwise.

All copyright, trademarks and other intellectual property rights in the Site (including the design, arrangement and look and feel) and all material, software or content supplied as part of the Site (other than your personal information or personal data (as defined in our Privacy Policy and referred to below)) shall remain at all times our property or the property of our associates and is protected by intellectual property law. All such rights are reserved.

### **Cookies and Links to Third Party Sites**

Please see our Privacy Policy for details of the cookies that we use on the Site.

The Site may include links to websites owned and/or controlled by third parties (“**Third Party Sites**”) from time to time. These links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites. You acknowledge and agree that we will not be responsible for the availability of the Third Party Sites and will not be responsible or liable for any content or services from the Third Party Sites. Your accessing of the Third Party Sites is at your own discretion and risk. These Third Parties Sites may have their own terms and conditions of use which you may be required to abide by or comply with. Please read such terms and conditions of use to ensure you are willing and able to comply with them.

### **Rules about Linking to our Site**

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.

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

### **Responsibility for Loss or Damage Suffered**

We exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it.

We do not accept any responsibility for any damage, loss, injury or disappointment suffered through your use of the Site. In no event will we or any of our third party affiliates be personally liable for any loss or damages whatsoever, whether in action of contract, equity and tort (including negligence), breach of statutory duty or other action, even if foreseeable, including (but not limited to) damages for: (i) loss of use of the Site, (ii) damage to equipment or other software, (iii) loss of data, (iv) loss of profits, sales, business, revenue or for other monetary loss, (v) business interruption, (vi) loss of anticipated savings, (vii) loss of business opportunity, goodwill or reputation, or (viii) any indirect or consequential damages, arising out of or in connection with the use of (or inability to use) our Site, performance of the Site or use of or reliance on any content displayed on our Site. In addition, in no event shall we or any licensors or third party affiliates be liable for any unauthorised use of the Site.

The exclusions and limitations in this section do not apply to death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation and only apply to the extent permitted by law. This does not affect your statutory rights.

### **Use of your Personal Information**

We will only use your personal information or personal data as set out in our Privacy Policy.

## **General**

You agree to indemnify us and keep us indemnified us from and against all claims, damages, demands, expenses, costs and liabilities (including, without limitation, legal and professional advisers' fees, costs and expenses) relating to or arising from your use of the Site and/or arising from any breach or suspected breach of the Terms by you or your violation of any law or the rights of any third party.

We can transfer our rights and obligations under these Terms to any company, firm, organisation or person provided this does not affect your rights under the Terms. You may not transfer or assign your rights or obligations under these Terms to anyone else.

The Terms, the Privacy Policy and the Regulatory Policy, their subject matter and their formation (and any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. Any disputes arising from the Site or the Terms, the Privacy Policy and the Regulatory Policy are subject to the exclusive jurisdiction of the courts of England and Wales.

If any of these Terms, the Privacy Policy and the Regulatory Policy are held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Terms, the Privacy Policy and the Regulatory Policy which will continue to be valid and enforceable to the fullest extent permitted by law.

If you become aware of any misuse of the Site or wish to complain about any material on the Site you can email us at [info@scalaconsultancy.com](mailto:info@scalaconsultancy.com).

We reserve the right to modify these Terms at any time. Any changes to the Terms will be published on the Site. It is your responsibility to refer to and comply with the most up to date Terms on accessing the Site. Your continued use of the Site after changes are posted constitutes your acceptance of the Terms, as modified.

Scala Consultancy Limited t/a Scala Consultancy  
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