

Pern Consumer Products Limited

Website Terms of Use

1. Please read these terms of service carefully before using this site

These terms tell you the rules for using this website (our site).

2. By using our site you accept these terms

2.1 By using our site, you confirm that you accept these terms of service and that you agree to comply with them.

2.2 If you do not agree to these terms, you must not use our site.

2.3 We recommend that you print a copy of these terms for future reference.

3. There are other terms that may apply to you

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

- Our Privacy Policy, which explains how we collect, use and store your personal data.
- Our Cookie Policy, which sets out information about the cookies on our site.

3.2 If you purchase goods or services from our site, our Terms and Conditions of Supply will apply to the sales.

4. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

5. We may make changes to our site

We may update and change our site from time to time.

6. We may suspend or withdraw our site

6.1 Our site is made available free of charge.

6.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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

7. We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

8. You must keep your account details safe

8.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

8.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of service.

8.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

V1.0 (June 2024)

9. How you may use material on our site

9.1 We are the owner or the licensee of all intellectual property rights in our 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.

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

9.3 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.

9.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated).

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

9.6 If you print off, copy, download, share or repost any part of our site in breach of these terms of service, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (except that you are permitted to print off a copy of these terms of service).

10. No text or data mining, or web scraping

10.1 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorising or attempting the use of):

10.2 Any "robot", "bot", "spider", "scrapper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our site or any data, content, information or services accessed via the same.

10.3 Any automated analytical technique aimed at analysing text and data in digital form to generate information [or develop, train, fine-tune or validate AI systems or models] which includes but is not limited to patterns, trends and correlations.

10.4 The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

10.5 You shall not use, and we do not consent to the use of, our site, or any data published by, or contained in, or accessible via, our site or any services provided via, or in relation to, our site for the purposes of developing, training, fine-tuning or validating any AI system or model.

10.6 This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

11. Rules about linking to our site

- 11.1 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.
- 11.2 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.
- 11.3 You must not establish a link to our site in any website that is not owned by you.
- 11.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 11.5 We reserve the right to withdraw linking permission without notice.

12. Uploading content to our site

- 12.1 Whenever you make use of a feature that allows you to create content directly on our site, upload or share content to our site, or to make contact with other users of our site, you must ensure your content is appropriate and lawful.
- 12.2 You warrant that any such contribution complies with those standards, and you are liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 12.3 We will consider any content you upload to our site to be non-confidential and not protected by any trade mark, patent or copyright ("non-proprietary"), that is, in the public domain. You own your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to others. The rights you license to us include the ability to display and share your content across our site.
- 12.4 We also have the right to disclose your identity to anyone who is claiming that any content posted or uploaded by you to our site violates their intellectual property rights or their right to privacy.
- 12.5 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the standards of appropriate and lawful content.

13. User-generated content is not approved by us

Our site may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

14. Do not rely on information on this site

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

15. We are not responsible for websites we link to

- 15.1 Where our site contains links to other sites and resources provided by third parties, 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.
- 15.2 We have no control over the contents of those sites or resources.

16. We are not responsible for viruses

- 16.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 16.2 You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

17. You must not introduce viruses

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our site or any part of it. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site or any other equipment or network connected with our site. You must not interfere with, damage or disrupt any software used in the provision of our site or any equipment or network or software owned or used by any third party on which this site relies in any way. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

18. Our responsibility for loss or damage suffered by you

- 18.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors, and for fraud or fraudulent misrepresentation.
- 18.2 To the fullest extent permitted by law, we exclude all implied conditions, warranties, representations, or other terms that may apply to our site or any content on it. We will not be liable to you for any loss or damage, whether in contract, delict/tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - Use of, or inability to use, our site; or
 - Use of or reliance on any content displayed on our site.
- 18.3 In particular, we 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.

19. Which country's laws apply to any disputes?

These terms of service, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Scots law. We both agree to the exclusive jurisdiction of the Scottish courts.