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Indemnity. You understand that you are personally responsible for your behaviour while on the Website, and agree to indemnify and hold the Publisher and their officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including legal fees and costs) that they may incur in connection with a third party claim or otherwise, in relation to your use of the Website, access to the Website, your violation of either these Terms or the rights of any third party, and any other matter in connection with your participation in the services on the Website.

Jurisdiction. These Terms & Conditions shall be governed by and interpreted in accordance with Scottish Law and shall be subject to the exclusive jurisdiction of the Courts of Scotland. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by any court then, to the extent to which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and the remaining terms shall remain in full force and effect.

FORUMS REGISTRATION

1. In order to contribute to the forums on this Website you require to complete the Forum registration form and submit your name and email address. By submitting your name and email address you will be deemed to have accepted these terms and conditions in their entirety.
2. You agree to provide true, accurate and complete records about yourself and to update this when the information changes. You agree to not maliciously create additional registration

accounts for the purpose of abusing the functionality of the site, or other users; nor do you seek to pass yourself off as another user.

SUBMITTING CONTENT

1. By submitting any material to the Publisher, you waive all your moral rights in such materials and agree not to post any material:

1. that is threatening, defamatory, offensive, abusive, liable to incite racial hatred, discriminatory, blasphemous, pornographic, in breach of confidence, in breach of privacy; or
2. for which you have not obtained all necessary licences and/or approvals; or
3. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK; or
4. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

By submitting any material to the Publisher, including but not limited to digital video and images, mobile text messages, blogging, message boards, emails and audio submissions, you automatically grant the Publisher the royalty-free, perpetual, irrevocable, exclusive right and license to use, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content.

The Publisher will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting material in breach of this clause.

You will indemnify the Publisher and keep the Publisher indemnified from and against all costs, claims, damages and expenses made against or incurred by it as a result of a third party alleging that the use of such content by the Publisher infringes the intellectual property rights of a third party.

FORUM REGULATIONS

By participating in the Forums you agree to abide by the Forum Regulations. The Publisher reserves the right to change these Forum Regulations at any time by posting these changes online. You are responsible for regularly reviewing information posted online to obtain notice of such changes. Your continuing use of the Forums once these changes are posted constitutes your acceptance of these Forum Regulations as modified by the posted changes. You are legally responsible for material you post or submit and you understand that by doing so you intend it to be published on the website. Such material may include without limitation words, artwork, pictures (still or moving) and sound. You are solely responsible for the Content that you post on or through the Website or any of the Services, and any material or information that you transmit to other Users and for your interactions with other Users. The Publisher does not endorse and has no control over content posted by Users. Content is not necessarily reviewed by the Publisher prior to posting and does not necessarily reflect the opinions or policies of the Publisher. The Publisher makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material or information that you transmit.

If any content breaks the rules below it may be removed by the moderators of the Website.

Regulations for Contributing to the Forums

1. **Moderation.** The Publisher is keen to encourage lively and informed debate but at the same time considers that some of its topics will require a closer level of oversight and moderation. The Publisher cannot guarantee that all comments can be published. The Publisher will publish as many comments as it can without editing.

2. **Complaints.** If you think a comment breaks the Forum Regulations, click on the "Report Unsuitable" link. Your email client will launch with subject completed, please update comment number and section name and supply any other relevant information to the Publisher why you think the comment is not acceptable. Once you press the "Send" button, your complaint will be brought to the attention of the Publisher's moderators, who will decide whether the comment breaks the regulations. If it does, it will be removed. If it doesn't, it will be allowed to remain on the Forum. This process may be automated, and the comment may be removed automatically, before being reviewed by the moderators. Then it will either be reinstated, or remain removed from the site. The Publisher will not enter into correspondence about complaints.

3. **Prohibited material.** This is material that includes but is not limited to content that, in the Publisher's opinion

(1) is a personal attack or used to insult Forum members

(2) is unlawful, defamatory, abusive, threatening, harmful, obscene, profane, sexually orientated, pornographic, racially offensive or otherwise objectionable material or harasses or advocates harassment of another person.

(3) is spamming, flooding or interfering with, disrupting, or creating an undue burden on the Website or the Services or the networks or services connected to the Website of the Services;

(4) is advertising to, or solicitation of, any User to buy or sell any products or services through the Services. You may not transmit any chain letters or junk email to other Users. It is also a violation of these regulations to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent.

(5) promotes commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes.

(6) attempts to impersonate another person.

(7) publicises anyone else's contact details including email address other than your own.

(8) provides links to websites the Moderator considers unsuitable, which sites will include but are not limited to those with racist material, pornographic or sexually explicit material, potentially defamatory material, anything which encourages illegal activities, material which infringes copyright, sites which purely plug or promote commercial products or services without containing material which enhances the subject matter, sites that start with automatic downloads or sites which may offend users of the Forum.

(9) exploits people in a sexual or violent manner;

(10) solicits personal information from anyone under 18

(11) promotes information that you know or have reason to believe is false or misleading or promotes illegal activities or conduct that is objectionable, abusive, threatening, obscene, defamatory or libellous;

(12) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files or file sharing;

(13) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, or instant messaging";

(14) contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);

(15) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

(16) amounts to a contempt of court or breach of court interdict or injunction .

(17) amounts to gratuitous swearing or abuse.

(18) using the Website or the Services in a manner inconsistent with any and all applicable laws and regulations;

DATA PROTECTION AND PRIVACY

Any details which you provide to us from which we can identify you are held and processed in accordance with our Data Protection Registration.

1. **Disclaimers.** The Publisher is not responsible for any incorrect or inaccurate content posted on the Services or the Website or in connection with the Website or the Services, whether caused by Users of the Website or the Services or by any of the equipment or programming associated with or utilized in the Website or the Services. Profiles created and posted by Members on the Website or the Services may contain links to other websites although the Publisher is not responsible for any User generated links or linked-to content. The Publisher is not responsible for the content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by the Publisher. Inclusion of any linked website on the Website and the Services does not imply approval or endorsement of the linked website by the Publisher. The Publisher takes no responsibility for third party advertisements which are posted on the Website or through the Services, nor does it take any responsibility for the goods or services provided by its advertisers. The Publisher is not responsible for the conduct, whether online or offline, of any User of the Website or the Services. The Publisher assumes no responsibility for any error, omission, interruption, deletion, corruption, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User communication or any content. The Publisher is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Website or the Services. Under no circumstances shall the Publisher be responsible for any loss or damage resulting from use of the Website or the Services, attendance at an event organised through the Website or the Services, from any content posted on or through the Website or the Services, or from the conduct of any Users of the Website or the Services, whether online or offline.

