

Terms & Conditions

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern SBC Digital Ltd's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'SBC Digital Ltd' or 'us' or 'we' refers to the owner of the website whose registered office is Cape House, 59 Admiral Street, Glasgow, G41 1HP. Our company registration number is SCO608247 given at Companies House, Edinburgh. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- 1. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- 2. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 3. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- 4. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- 5. This web site contains materials, which are owned by the users who placed such sundry materials into their account under the permissions granted to their user profile account. We are not liable for any breaches of copyright, ownership claims or licensing terms if any of our users place such disputed materials or files into their profile.
- 6. All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- 7. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- 8. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- 9. When you sign up for a user account, you confirm that you and/or your business is domiciled in the United Kingdom of Great Britain and Northern Ireland.

- 10. You also confirm that you are entitled to work and/or operate a business in the UK and that in the case of an employer user, you will meet all the minimum requirements for employer's as proscribed by the UK law/legislation at any given time. These pertain to, but are not limited to, minimum wages, health and safety and required insurance where applicable.
- 11. We reserve the right to either remove any text or words you have posted under the allowances granted to your profile account, without providing you prior notice.
- 12. We reserve the right to suspend, delete or reassign your account from one type to another if we decide there's inappropriate use or breach of any of the terms and conditions set out in this document. In the case of suspending accounts we reserve the right to do this without giving prior notice.

General

- 1. The information contained in this website is for general information purposes only. The information is provided by SBC Digital Ltd and other site users and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.
- 3. Through this website you are able to link to other websites and individuals which are not under the control of SBC Digital Ltd. We have no control over the nature, content and availability of those sites or any claims made by other site users. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.
- 4. Every effort is made to keep the website up and running smoothly. However, SBC Digital Ltd takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

Restrictions

You are specifically restricted from all of the following:

- 1. Publishing any Website material in any other media;
- Selling, sublicensing and/or otherwise commercialising any Website material other than items that you own and have uploaded and provided they were uploaded within the permitted permissions granted to your profile account;
- 3. Publicly performing and/or showing any Website material;
- 4. Using this Website in any way that is or may be damaging to this Website;
- 5. Using this Website in any way that impacts user access to this Website;
- 6. Using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- 7. Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;

- 8. Using this Website to engage in any advertising or marketing other than those permitted within your own profile.
- 9. Slandering other individuals or businesses, making false claims about yourself and your abilities to provide the service you are advertising, posting profanities or other offensive phrases or words to your profile, making derisory remarks or references to other groups based on, but not limited to creed, race, religion, sexual preference, disability, nationality either by means of placing them directly into your profile or by sending them to others using the provided 'messages service'. In some cases these matters can lead to a prosecution of the individual or business and SBC Digital Ltd may be required to pass any details we have of any incidents to any law enforcement agency.

Certain areas of this Website are restricted from being accessed by you and SBC Digital Ltd may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

Your Content

In these Website Standard Terms and Conditions, "Your Content" shall mean any audio, video, text, images or other material you choose to display on this Website. By displaying Your Content, you grant SBC Digital Ltd a non-exclusive, worldwide irrevocable, sub-licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media. Your Content must be your own and must not be invading any third-party's rights. SBC Digital Ltd reserves the right to remove any of Your Content from this Website at any time without notice.

No warranties

This Website is provided "as is," with all faults, and SBC Digital Ltd express no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

Limitation of liability

In no event shall SBC Digital Ltd, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. SBC Digital Ltd, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

Indemnification

You hereby indemnify to the fullest extent SBC Digital Ltd from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

Severability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

Variation of Terms

SBC Digital Ltd is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

Assignment

SBC Digital Ltd is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Entire Agreement

These Terms constitute the entire agreement between SBC Digital Ltd and you in relation to your use of this Website, and supersede all prior agreements and understandings.

Governing Law & Jurisdiction

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.