

## TERMS OF SERVICE

### OVERVIEW

This Site ("SITE") is operated by Scotlandtitle. Throughout the Site, the terms "we", "us" and "our" refer to Scotlandtitle. Scotlandtitle offers this Site, including all information, tools and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

BY VISITING OUR SITE AND/ OR PURCHASING SOMETHING FROM US, YOU ENGAGE IN OUR "SERVICE" AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS ("TERMS OF SERVICE", "TERMS"), INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR AVAILABLE BY HYPERLINK. THESE TERMS OF SERVICE APPLY TO ALL USERS OF THE SITE, INCLUDING WITHOUT LIMITATION USERS WHO ARE BROWSERS, VENDORS, CUSTOMERS, MERCHANTS, AND/ OR CONTRIBUTORS OF CONTENT. YOU AGREE TO RECEIVE REQUIRED NOTICES AND TO TRANSACT WITH US ELECTRONICALLY. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SITE.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## SECTION 1 - REGISTRATION

You must register on this Site in order to use certain of the Site functions. If you just want to browse this Site, registration is optional.

During registration, you will be required to provide contact information, consisting of an email address, username and password. You can select any username as you like, except that your username cannot be an impersonation of another person, a term that is the same or confusingly similar to a famous trademark, or a term that is offensive in any way. You may, but are not obligated to, use your own name. We reserve the right to reject or remove any username.

For certain of our functions, such as the purchase of products and services, you are required to provide your name, address and billing and credit card information. You are required to provide accurate and complete information.

## SECTION 2 – AGE OF USERS

Children under the age of 18 may not use this Service and parents or legal guardians may not agree to these Terms of Use on their behalf. If we become aware that a child under 18 has provided or attempted to provide us with personal information, we will use our best efforts to remove the information permanently from our files.

If you are under the age of 18 but at least 13 years of age, you may use this Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a child between the ages of 13 and 18, be advised that you are fully responsible for his or her use of this Site, including all financial charges and legal liability that he or she may incur.

## SECTION 3 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the Site through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

You must not transmit any worms or viruses or any code of a destructive nature.

#### SECTION 4 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

#### SECTION 5 - Scotlandtitle PRIVACY POLICY

Your use of this Site signifies your continuing consent to the Scotlandtitle Privacy Statement, which you can examine any time by clicking on the "Privacy" link on the Site. Personal information that you supply to Scotlandtitle, and any information about your use of the Site that we obtain will be subject to the Scotlandtitle Privacy Statement on

this Site.

#### SECTION 6 – PURCHASE TERMS

In the event that you buy any goods or services using the Site you will be bound by such terms as are notified by us to you on the Purchase Order [Invoice] that you will be sent once you have confirmed your order as indicated on the Site or on the Purchase Order [Invoice] itself.

In the absence of any Purchase Order [Invoice] being sent by us to you, the terms will be as specified within these terms and conditions or those specified on the Site itself concerning the price of the goods, the methods of acceptable payment and the timing of such payments, and the requirement by you to pay such additional carriage and freight charges as may be specified on the Site.

We have no responsibility to supply to you any goods or services as may be advertised for sale or supply on our Site. When you place the order for goods or services, you are making a legal offer to us, which we may or may not decide to accept. A legally binding contract will exist between us when you receive written confirmation from us (by e-mail or otherwise) that confirms your order.

In the event of any discrepancy between the terms and conditions specified or highlighted on the Site, and these terms and conditions, and or such terms and conditions as are specified in the Purchase Order [Invoice], the prevailing terms will be those most favourable to us.

#### SECTION 7 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

#### SECTION 8 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the Site. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this Site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

No terms agreed between us will be varied unless such a variation has been agreed by us in writing. However, we reserve the right to supply to you goods that are not exactly those you ordered, but are of an equivalent type and quality, at the same or less price than those you ordered. If you are supplied with goods at a lesser price than those you ordered and paid for, we will reimburse you with the difference.

#### SECTION 9 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all

purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

#### SECTION 10 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

#### SECTION 11 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third parties.

Third-party links on this site may direct you to third-party Sites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or Sites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party Sites. Please

review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### SECTION 12 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related Site. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### SECTION 13 – PRIVACY AND DATA PROTECTION

Your submission of personal information through the store is governed by our Privacy Policy.

We agree to be bound by any prevailing law, judgement, directive or Statutory Instrument that imposes upon us restrictions concerning the use in any manner of confidential information supplied

by you to us including credit card or bank details, any user name and or password supplied by you to us, and other details relating to your personal and financial circumstances.

However, we reserve the right to trade with any third party details relating to the date of your purchase, the nature of the goods or services you bought, the method by which and how much you paid for the goods or the services.

As a result of accessing the Site a “cookie” has been stored on your web browser that enables us to provide restricted information to third parties. If you wish to remove the cookie or check that the information stored is accurate please refer to the Internet options on your Firefox, Chrome, Internet Explorer, Safari or other such system that serves the same function.

#### SECTION 14 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on the Site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related Site is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related Site, should be taken to indicate that all information in the Service or on any related Site has been modified or updated.

#### SECTION 15 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual



property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related Site, other Sites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related Site, other Sites, or the Internet. We reserve the right to terminate your use of the Service or any related Site for violating any of the prohibited uses.

#### SECTION 16 - COMMUNICATIONS FROM US TO YOU

If you have any queries or concerns relating to our Website or our products or services or these terms and conditions please forward your query to the following email address:  
hello@scotlandtitle.com.

If you do not wish to receive unsolicited information about future products or services from us, then please inform us in the manner specified on our Website or email us as indicated above simply stating: UNSUBSCRIBE.

#### SECTION 17 - COMMUNICATIONS FROM YOU TO US

If the Site facilitates you sending us information, images, comment or data of any nature by email or otherwise which is then displayed on any notice board, open discussion forum or similar communally accessible and interactive site, you must ensure that such material is not defamatory or offensive, untrue, racially offensive or an incitement to racial hatred or otherwise in breach of an individual's right to privacy or Human Rights or actionable in law in any jurisdiction.

In the event that you do post such material on the Site, such consequences that may directly or indirectly follow will be entirely your responsibility and not ours, and you agree to indemnify and hold us harmless from any action or consequences that may arise in such circumstances.

In the event that we receive any material from you that in our view (whether reasonable or

unreasonable) is potentially actionable or otherwise objectionable, we reserve the right to withdraw the material without notice or reason, and without giving rise to any claim by you against us for so doing.

All information that you supply to us under any circumstances shall be to the best of your knowledge and belief, true and accurate, and not misleading in any manner.

#### SECTION 18 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non infringement.

In no case shall Scotlandtitle , our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the

use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### SECTION 19 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Scotlandtitle and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### SECTION 20 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### SECTION 21 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our Site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or

provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

#### SECTION 22 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### SECTION 23 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Germany.

#### SECTION 24 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our Site. It is your responsibility to check our Site periodically for changes. Your continued use of or access to our Site or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.