

## Scionny Limited

### Website Terms of Use ("Terms") (March 2020 Edition)

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE. *By using our website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our website. We recommend that you print a copy of these Terms for future reference.***

#### 1. What's in these Terms?

These Terms tell you the rules for using our website [www.scionny.com](http://www.scionny.com) (our website).

#### 2. Who we are and how to contact us?

[www.scionny.com](http://www.scionny.com) is a site operated by Scionny Limited. Where we use the words "we", "us", "our" we are referring to Scionny Limited. We are a limited company registered in England and Wales under company number 11953603 and have our registered office at 73 Cornhill, London, United Kingdom, EC3V 3QQ. To contact us, please email [support@scionny.com](mailto:support@scionny.com).

#### 3. Other terms that apply to you

The following additional documents also apply to your use of our website:

- Our Privacy Policy [here](#).
- Our Cookie Policy [here](#), which sets out information about the cookies on our website;
- Where you join Scionny as a member, you will be required to comply with and you will be bound by our member terms, a copy of which can be found at [here](#) (**Member Terms**).

#### 4. We may make changes to these Terms

We amend these Terms from time to time. We recommend you check these Terms regularly to ensure you understand the Terms that apply at that time.

#### 5. Who can use our website.

Our website is not intended for use by any person under the age of 18. You must be over 18 in order to become a member on our website.

#### 6. We may make changes to our website, or suspend or withdraw access to it.

We may update and change our website from time to time. Our website is made available free of charge. We do not guarantee that our website, 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 website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal, but we are not obliged to do so.

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

#### 7. We may transfer these Terms 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.

Our website is intended for global use. However, we do not represent that content available on or through our website is appropriate for use or available in all countries.

#### 8. You must keep your account details safe

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. 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 provision of these Terms. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@sciony.com.

## **9. How you may use material on our website**

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, from our website for your internal and/or personal use and you may draw the attention of others within your organisation to content posted on our website.

Where you have printed off and/or downloaded extracts from our website, you must not modify the paper or digital copies of such materials in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged. You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

Where you are a member who has paid membership fees in order to access the premium benefits available on our website, your membership may allow you to create and/or download documents from our website (please refer to the Member Terms for more information). Where you create and/or download such documents, you may use downloaded documents for your internal purposes. You must always ensure that the author of the content in any downloaded documents is properly acknowledged. Our status as author and owner of the format of the downloaded documents must be properly acknowledged. You should not remove any copyright notices on downloaded documents.

If you print off, copy or download any part of our website or use any downloaded documents in breach of these Terms, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **10. Information on this website**

The content on our website is provided for general information only. Our website does not provide any legal advice and you should not rely on any information or content which appears on our website. We accept no liability to you for any reliance you place on such information. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

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

## **11. We are not responsible for websites we link to**

Where our website contains links to other websites 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. We have no control over the contents of those websites or resources.

## **12. Our responsibility for loss or damage suffered by you**

### **Whether you are a consumer or a business user:**

- 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.

- Different limitations and exclusions of liability will apply to liability arising as a result of any services we supply to you, which, where applicable, will be set out in a separate services or membership contract we enter into with you.

**If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our website or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, 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 website; or use of or reliance on any content displayed on our website.
- In particular, we will not be liable for any: (1) loss of profits, sales, business, or revenue; (2) business interruption; (3) loss of anticipated savings; (4) loss of business opportunity, goodwill or reputation; and/or (5) any indirect or consequential loss or damage.

**13. How we may use your personal information**

We will only use your personal information as set out in our [Privacy Policy](#).

**14. Uploading content to our website**

The nature of our website and the services we offer to users of our website, and specifically members of our website, means that members and users of our website will be permitted to upload information on our website. Where information is uploaded onto our website, you should be aware that such information has not been verified or approved by us. Any views expressed by other users on our website do not represent our views or values.

Any website user who uploads information onto our website is solely responsible for the accuracy and completeness of such information. Any website user uploading information onto our website is required to maintain acceptable standards of conduct and moral decency when placing information and content on our website. No offensive or harmful content or material is permitted to be placed on our website and any such content or material that we (in our absolute discretion) identify to be such, shall be removed immediately.

In particular, any information or content uploaded onto our website must comply with the following standards:

**Content Standards**

**Content and information must:**

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.
- Comply with the requirements detailed in the Member Terms.

**Content and information must not:**

- Infringe any copyright, database right or trade mark of any other person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Disclose the name of any third party unless you have obtained their express prior written consent to such disclosure and you have complied with rules contained in the Member Terms regarding disclosure of third party details.
- Disclose any information which enables another member to contact you directly.
- Be defamatory of any person or be obscene, offensive, hateful or inflammatory.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.

- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the information or content emanates from Scion Limited.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain any advertising or promote any services or web links to other sites, except as expressly permitted by us.

If we consider that a breach of these standards has occurred, we may take such action as we deem appropriate, which may include:

- Immediate, temporary or permanent withdrawal of your right to use our website.
- Immediate, temporary or permanent removal of any information and content uploaded by you to our website.
- The issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of our content standards. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

#### **How to complain about content uploaded by other users.**

If you wish to complain about content uploaded by other users, please contact us on support@scion.com.

#### **15. We are not responsible for viruses and you must not introduce them**

We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software. You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website 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 website will cease immediately.

#### **16. Rules about linking to our website**

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

If you wish to link to or make any use of content on our website other than that set out above, please contact support@scion.com.

#### **17. Which country's laws apply to any disputes?**

If you are a consumer, please note that these Terms and their subject matter are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern

Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Terms and their subject matter (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

#### **18. Our trade marks**

Scion is a recognised brand which is registered in the UK under the trademark registration numbers UK00003446546 and UK00003485327, and which is in the process of being registered in further countries. You are not permitted to use our Scion brand, trademark and/or the logos associated with the Scion brand or trademark, without our approval.