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## TERMS AND CONDITIONS

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### BACKGROUND:

This agreement applies as between you, the User of this Website and Skotkonung Ltd., the owner(s) of this Website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
<b>“Skotkonung Ltd.”</b>	means Skotkonung Ltd. Merlin House, Brunel Road, Theale, Berkshire, RG7 4AB;
<b>“Service”</b>	means collectively any online facilities, tools, services or information that Skotkonung Ltd. makes available through the Website either now or in the future;
<b>“System”</b>	means any online communications infrastructure that Skotkonung Ltd. makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
<b>“User” / “Users”</b>	means any third party that accesses the Website and is not employed by Skotkonung Ltd. and acting in the course of their employment; and
<b>“Website”</b>	means the website that you are currently using ( <a href="http://www.deployadviser.com">www.deployadviser.com</a> ) and any sub-domains of this site (e.g. <a href="http://subdomain.deployadviser.com">subdomain.deployadviser.com</a> ) unless expressly excluded by their own terms and conditions.

### 2. Intellectual Property

- 2.1 Subject to the exceptions in Clause 3 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Skotkonung Ltd., or our affiliates. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 2.2 Subject to Clause 4 of these Terms and Conditions you may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Website

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**DeployAdviser.com: Terms of Use**  
**Skotkonung Ltd**

Limited Company Registered in England No. 008222027  
Registered Office: Merlin House, Brunel Road, Theale, Berkshire, RG7 4SA, England  
Email: [info@skotkonung.com](mailto:info@skotkonung.com) Web [www.skotkonung.com](http://www.skotkonung.com)  
Telephone No: +44 (0)33 0088 3933

for personal purposes only unless otherwise indicated on the Website or unless given express written permission to do so by Skotkonung Ltd.. Personal use includes, but is not limited to, recreational use, social use, and use in education as a student or teacher. Specifically you agree that:

2.2.1 you will not use the Content of the Website for commercial purposes; and

2.2.2 you will not systematically copy Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by Skotkonung Ltd..

### 3. **Third Party Intellectual Property**

Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clause 2 of these Terms and Conditions to use Content from the Website. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

### 4. **Fair Use of Intellectual Property**

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

### 5. **Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Skotkonung Ltd. or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

### 6. **Links to this Website**

Those wishing to place a link to this Website on other sites may do so only to the home page of the site [www.deployadviser.com](http://www.deployadviser.com) without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Skotkonung Ltd.. To find out more please contact us by email at [info@skotkonung.com](mailto:info@skotkonung.com).

### 7. **Use of Communications Facilities and Content Submission**

7.1 When using the time log, expenses log, document upload, invoice generator, messaging and / or any other System and when submitting Content to the Website you should do so in accordance with the following rules:

7.1.1 you must not use obscene or vulgar language;

7.1.2 you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

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- 7.1.3 you must not submit Content that is intended to promote or incite violence;
- 7.1.4 it is advised that posts on message boards, chat facilities or similar and communications with Skotkonung Ltd. are made using the English language(s) as we may be unable to respond to enquiries submitted in any other languages;
- 7.1.5 content submissions are required to be made using the English language(s). Content in any other language may be removed at our sole discretion;
- 7.1.6 you must not post links to other websites containing any of the above types of Content;
- 7.1.7 the means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
- 7.1.8 you must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;
- 7.1.9 you must not impersonate other people, particularly employees and representatives of Skotkonung Ltd. or our affiliates;
- 7.1.10 you must not submit material that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks; and
- 7.1.11 you must not use our System for unauthorised mass-communication such as "spam" or "junk mail".
- 7.2 You acknowledge that Skotkonung Ltd. reserves the right to monitor any and all communications made to us or using our System.
- 7.3 In order to use the time log, expenses log, document upload, invoice generator, messaging and any other communication facility that may be added in the future or to submit Content, you are required to submit certain personal details. By continuing to use this Website you represent and warrant that:
  - 7.3.1 any information you submit is accurate and truthful; and
  - 7.3.2 you will keep this information accurate and up-to-date.
- 7.4 By submitting Content you warrant and represent that you are the author of such Content or that you have acquired all of the appropriate rights and / or permissions to use the Content in this fashion. Further, you waive all moral rights in the Content to be named as its author and grant Skotkonung Ltd. a licence to modify the Content as necessary for its inclusion on the Website. Skotkonung Ltd. accepts no responsibility or liability for any infringement of third party rights by such Content.
- 7.5 Unless a User informs Skotkonung Ltd. otherwise, in advance of posting, in writing, and Skotkonung Ltd. agrees to any terms or restrictions, all Content submitted is for publication on the Website and other such uses as Skotkonung Ltd. may deem appropriate under a royalty-free, perpetual basis.
- 7.6 Skotkonung Ltd. will not be liable in any way or under any circumstances for any loss or damage that you may incur as a result of such Content, nor for any errors or omissions in the Content. Use of and reliance upon such Content is

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entirely at your own risk.

- 7.7 Content submitted by Users is not screened by Skotkonung Ltd. prior to appearing online. We retain the right to exercise our sole discretion to remove or relocate any Content as we deem appropriate without the consent of the author. We shall be under no obligation to exercise such discretion. If you wish to enquire as to the removal of Content, please submit your query to [info@skotkonung.com](mailto:info@skotkonung.com). This does not constitute an undertaking to explain our actions.
- 7.8 You acknowledge that Skotkonung Ltd. may retain copies of any and all communications made to us or using our System.
- 7.9 You acknowledge that any information you send to us through our System or post on the time log, expenses log, document upload, invoice generator, messaging may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right to reject such terms and associated information.

## 8. Termination, Suspension and Cancellation

- 8.1 In the event that any of the provisions of sub-Clause 7.1, above, are not followed, Skotkonung Ltd. reserves the right to suspend or terminate your access to the Service. Any Users banned in this way must not attempt to use the Website under any other name or by using the access credentials of another User, with or without the permission of that User.
- 8.2 Either Skotkonung Ltd or you may terminate your Account. If Skotkonung Ltd terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- 8.3 If Skotkonung Ltd. terminates your Account, any current or pending orders or payments on your Account will be cancelled and provision of Services will not commence.
- 8.4 Skotkonung Ltd. reserves the right to cancel orders or payments without stating reasons, for any reason prior to processing payment or commencing Services provision.
- 8.5 If orders or payments are cancelled for any reason prior to commencement of Services provision you will be refunded any monies paid in relation to those purchases.
- 8.6 If you terminate your Account any non-completed orders or payments will be cancelled and you will be refunded any monies paid in relation to those orders.

## 9. Payment

- 9.1 Any and all monies are due for payment on completion of the order or on the dates, or intervals specified in that order as may be appropriate, unless alternative arrangements are agreed between the Purchaser and Skotkonung Ltd.
- 9.2 Interest will be charged on a daily basis at 8% above the base rate of the Bank of England obtained at the time.

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## 10. **Services, Pricing and Availability**

- 10.1 Whilst every effort has been made to ensure that all descriptions of Services available from Skotkonung Ltd. correspond to the actual Services, Skotkonung Ltd. is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether. Please refer to sub-Clause 13.4 for incorrect Services.
- 10.2 Where appropriate, you may be required to select the required level of Services.
- 10.3 Skotkonung Ltd. does not represent or warrant that such Services will be available. Availability indications are not provided on the Website.
- 10.4 All pricing information on the Website is correct at the time of going online. Skotkonung Ltd. reserves the right to change prices and alter or remove any special offers from time to time and as necessary.
- 10.5 In the event that prices are changed during the period between an order being placed for Services and Skotkonung Ltd. processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price.
- 10.6 All prices on the Website do include VAT. Skotkonung Ltd.'s VAT number is 128850303.

## 11. **Provision of Services**

- 11.1 Provision of Services shall commence when full payment has been received or as otherwise detailed in the Terms & Conditions pertaining directly to those Services.
- 11.2 Skotkonung Ltd. shall use its best endeavours to provide the Services with reasonable skill and care.
- 11.3 Provision of all Services shall be subject to the Terms and Conditions pertaining directly to those Services.
- 11.4 In the event that Services are provided that are not in conformity with your order and thus incorrect, you should contact us within 10 days to inform us of the mistake. Skotkonung Ltd. will ensure that any necessary corrections to the Services provided are made within 7 working days.
- 11.5 Skotkonung Ltd. reserves the right to exercise discretion with respect to any alterations to Services under the provisions of this Clause 11. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:
  - 11.5.1 Any use or enjoyment that you may have already derived from the Services;
  - 11.5.2 Any characteristics of the Services which may mean that cessation of provision is impossible without significant further work on the part and at the expense of Skotkonung Ltd.

Such discretion to be exercised only within the confines of the law.

## 12. Privacy

- 12.1 Use of the Website is also governed by our <<Privacy Policy [add html code to make this into a link]>> which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please click on the link above.
- 12.2 The Website places the following cookies onto your computer or device. These cookies are used for the purposes described herein. Full details of the cookies used by the Website and your legal rights with respect to them are included in our <<Privacy Policy [add html code to make this into a link]>>. By accepting these Terms and Conditions, you are giving consent to Skotkonung Ltd. to place cookies on your computer or device. Please read the information contained in the Privacy Policy prior to acceptance.

Name of Cookie	Name of Provider	1 <sup>st</sup> / 3 <sup>rd</sup> Party	Purpose
SKSession	Skotkonung Ltd.	1 <sup>st</sup> Party	Log out on browser close

- 12.3 If you wish to opt-out of our placing cookies onto your computer or device, please adjust your internet browser's settings to restrict cookies as detailed in your internet browser's Help menu. You may also wish to delete cookies which have already been placed. For instructions on how to do this, please consult your internet browser's Help menu.

## 13. Disclaimers

- 13.1 Skotkonung Ltd. makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.
- 13.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 13.3 No part of this Website is intended to constitute a contractual offer capable of acceptance.
- 13.4 Whilst every effort has been made to ensure that all descriptions of services available from Skotkonung Ltd. correspond to the actual services available, Skotkonung Ltd. is not responsible for any variations from these descriptions.
- 13.5 Whilst Skotkonung Ltd. uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

## 14. Availability of the Website and Modifications

- 14.1 The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

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- 14.2 Skotkonung Ltd. accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
- 14.3 Skotkonung Ltd. reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the products and/or services available. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

## 15. **Limitation of Liability**

- 15.1 To the maximum extent permitted by law, Skotkonung Ltd. accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.
- 15.2 Nothing in these Terms and Conditions excludes or restricts Skotkonung Ltd.'s liability for death or personal injury resulting from any negligence or fraud on the part of Skotkonung Ltd..
- 15.3 Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

## 16. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## 17. **Changes to the Service and these Terms and Conditions**

Skotkonung Ltd. reserves the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If Skotkonung Ltd. is required to make any changes to Terms and Conditions by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

## 18. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

## 19. **Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Skotkonung Ltd..

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20. **Communications**

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to [info@skotkonung.com](mailto:info@skotkonung.com). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

21. **Law and Jurisdiction**

These Terms and Conditions and the relationship between you and Skotkonung Ltd. shall be governed by and construed in accordance with the Law of England and Wales and Skotkonung Ltd. and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.