

## TERMS AND CONDITIONS FOR USE OF THE WEBSITE SCOTEQUINE.COM, SCOTEQUINE APP AND/OR THE SCOTEQUINE.COM DATABASE

ScotEID.com Limited, a company limited by guarantee and registered in Scotland, having company number SC382963 and having its registered office at c/o SAOS Ltd, Rural Centre, Ingliston, Edinburgh, EH28 8NZ (hereinafter called "**ScotEID**")

### INTRODUCTION

These terms and conditions apply to (i) the entire contents of the website under the domain name "**http://scotequine.com**" ("**Website**"); (ii) the entire contents of the ScotEID Database which is to be found on the Website whether in electronic or hard copy form or otherwise ("**Database**"); (iii) the entire contents under the ScotEquine App (as hereinafter defined); (iv) any correspondence between ScotEID and you or your employees or agents and (v) any information or materials received by you or your employees from ScotEID and SAOS (as hereinafter defined). Please read these terms and conditions carefully before using the Website, the Database and/or downloading and/or using the ScotEquine App. Using the Website, the Database and/or the ScotEquine App indicates that you accept these terms regardless of whether or not you choose to register with the Website.

ScotEID may revise these terms and conditions at any time by updating this posting. You should check the Website from time to time to review the then current terms and conditions, because they are binding on you.

**Please note that the ScotEquine project is currently a pilot and will be evolving therefore these terms and conditions will be updated from time to time following the launch of this pilot and will be subject to any comments and further research by users and the ScotEID team. Please check the Website for any updates to these terms and conditions. The ScotEquine App is not yet available and when it becomes available, these terms and conditions will apply in relation to its use.**

### DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions the following definitions shall apply unless the context requires otherwise:-

"**Mobile Device**" means a mobile telephone or other device which can be used to scan a QR Code;

"**ScotEquine Card**" means the smart card provided by ScotEID in relation to an equine;

"**PDF**" means portable document format;

"**PIO**" means passport issuing organisation;

"**QR Code**" means quick response code (or two-dimensional barcode);

"**ScotEquine App**" means the ScotEquine Mobile Device application;

"**UK CED**" mean United Kingdom central equine database;

"**writing**" includes facsimile transmission, e-mail or comparable means of communication;

"**you**" means the person or organisation (and its employees and officers) registered with ScotEID or accessing the Website and/or ScotEquine App, and includes any agent, laboratory, or veterinary practice/ veterinary surgeon engaged by that person or organisation and "your" shall be interpreted accordingly.

1.2 Any reference in these terms and conditions to any statute or provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

- 1.3 The headings in these terms and conditions are for convenience only and shall not affect their interpretation.
- 1.4 Unless the context otherwise requires, references in these terms and conditions to “person” includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality.
- 1.5. The rights and protections of ScotEID under these terms and conditions may be exercised and claimed by Scottish Agricultural Organisation Society Limited (“**SAOS**”), which is responsible for managing and continuing research in connection with the health and traceability of animals in Scotland.

## 2. **REGISTRATION**

- 2.1 You may access some areas of the Website without registering your details on the Website. You may only access the Database online if you register your details on the Website. You may only access the ScotEquine App if you download it from the Website.
- 2.2 You can register your details on the Website by completing the registration form at <http://www.scotequine.com> (“**Registration**”). You may gain assistance with registration by telephoning the ScotEID information centre on 01466 794323. Each registration is for a single user only.
- 2.3 You undertake that all the details you provide to ScotEID on the Registration are true, complete and accurate.
- 2.4 You agree that you will upload an accurate and up to date PDF version or photo of the vaccination records (as contained in the relevant equine passport) in respect of the equine the subject of the Registration and will keep such vaccination records up to date on the Database.
- 2.5 By submitting your Registration you are responsible for maintaining the confidentiality of your passwords for the Website and/or the ScotEquine App. You are required to use a new password for this service, and to not use the same password for any other online service. Upon becoming aware of any unauthorised use of your passwords you must re-set your passwords immediately. Please inform ScotEID immediately if you discover any other breach of security on the Website and/or the ScotEquine App. You must take all actions that ScotEID reasonably deems necessary to maintain or enhance the security of the Website, the ScotEquine App and the Database. ScotEID shall have no liability for any activities that occur on your account or for any data that is either inputted, inputted incorrectly or is failed to be inputted by you or any third party, including ScotEID on the instruction of you, your employees or your agents, (on your behalf or otherwise) in any circumstances.
- 2.6 By submitting your Registration you agree to give feedback to ScotEID on the Website, the Database and/or ScotEquine App on ScotEID’s reasonable request.
- 2.7 By submitting your Registration you accept that you may be contacted by ScotEID and other organisations for research and compliance purposes. Your personal information will be handled in accordance with our Privacy Policy.
- 2.8 You agree that other persons registered with ScotEID may view data relating to the equine kept by you. Your personal information such as your name, address, email address and telephone number will not be accessible by other persons other than as provided for in our Privacy Policy.

2.9 For the avoidance of doubt, paragraph 2.8 shall apply to you irrespective of whether you have registered with ScotEID on the Website.

### 3. REGISTRATION OF EQUINE

3.1 The provisions of this clause 3 shall apply to keepers of equine that have information recorded about their equine on the Database. You:

3.1.1 acknowledge that any record of your equine on the Database is based on information received from (i) you; (ii) the scanning of the QR Code on the relevant ScotEquine Card by a Mobile Device (whether by you or a third party); and (iii) UK CED, PIOs and the Scottish Government and is therefore subject to the timing of our receipt of that information;

3.1.2 will frequently check the Database in relation to your equine and inform ScotEID promptly of any errors or anomalies on it (acknowledging that you may have a duty of care to others in relation thereto);

3.1.3 accept that the accuracy of the data relating to your equine contained in the Database is dependent on you and the parties noted in paragraph 3.1.1. ScotEID, its employees and agents shall not have any liability for the data relating to your equine on the Database being inaccurate in any particular case. If you have any doubt as to the accuracy of the data relating to you or any of your equine on the Database you should make further enquiries;

3.1.4 acknowledge that information about you not required by law may be deleted by submitting a request to ScotEID to have such information removed. Subject to its Privacy Policy, ScotEID shall endeavour to remove such information within 30 days of such request;

3.1.5 acknowledge that in order for ScotEID to gather and verify information for research purposes, access to the equine data in relation to your equine may be used in accordance with our Privacy Policy;

3.1.6 accept that ScotEID at any time without notice (acting in good faith based on the information supplied or available to it) may update its record of the data relating to your equine on the Database;

3.1.7 acknowledge that you are recommended to use and retain your hard copy equine passport and any other records that you may have to enable you to confirm/verify/correct the information on the Database;

3.1.8 may be offered advice from individuals and/or organisations other than ScotEID throughout the duration of your equine information being on the Database. You acknowledge that ScotEID has no responsibility for these views, advice, instructions or recommendations expressed by such individuals and/or organisations and should you decide to follow or act upon them, you do so entirely at your own risk. ScotEID, its employees and agents shall not be liable for any loss resulting therefrom. Any analysis or advice in connection with the Database delivered by ScotEID shall be subject to clause 9.2 of these terms and conditions; and

3.1.9 may be monitored by UK CED and/or other such agencies and that you agree to co-operate with these agencies. You acknowledge that ScotEID, its employees and agents shall not be liable for any loss resulting from such monitoring or any action taken by UK CED or such other agencies in relation to you or any of your equine.

3.2 The provisions of this clause 3.2 shall apply to users of the Database. You:

- 3.2.1 acknowledge that any record of any equine on the Database is based on information received by ScotEID from (i) PIOs, and UK CED; and (ii) the owner and/or keeper of the equine (i.e. through the use of the Database, Website and/or ScotEquine App) and is therefore subject to the timing of our receipt of that information;
- 3.2.2 accept that the data relating to any equine on the Database is not a guarantee of any such equine's whereabouts or status;
- 3.2.3 accept that the accuracy of the data relating to any equine on the Database is dependent on the parties noted in paragraph 3.2.1. ScotEID, its employees and agents shall not have any liability for the data relating to any equine on the Database being inaccurate or incorrect in any particular case. If you have any doubt as to the accuracy of the data in relation to any particular equine you should make further enquiries or assume that such data may be inaccurate or incorrect;
- 3.2.4 will, as soon as possible, inform ScotEID if you sell or otherwise transfer or no longer keep an equine registered within your account with ScotEID and will provide the new owner or keeper of the equine with correspondence we will send to you for such new owner or keeper of the relevant equine in relation to the services ScotEID provides;
- 3.2.5 accept that ScotEID at any time without notice (acting in good faith on the information supplied or available to it) may update its record of the data of any equine on the Database;
- 3.2.6 acknowledge that the Database is a new and evolving project and agree to promptly notify ScotEID in the event of identifying any errors or anomalies in ScotEID's records and/or the operation of the Database; and
- 3.2.7 acknowledge that you may be monitored by UK CED and/or other such agencies and that you agree to co-operate with these agencies. You acknowledge that ScotEID, its employees and agents shall not be liable for any loss resulting from such monitoring or any action taken by UK CED or such other agencies in relation to any equine.

#### **4 PROVISION OF A SCOTEQUINE CARD**

- 4.1 You can request a ScotEquine Card from ScotEID after registering your details on the Website and entering your equine's information to be stored on the Database.
- 4.2 Your first ScotEquine Card per equine is free of charge and you will be charged a fee for each replacement ScotEquine Card. We will advise you of the current fee at the time you order your replacement ScotEquine Card or alternatively you can contact us to confirm the current fee before you order a replacement ScotEquine Card.
- 4.3 The ScotEquine Card is not transferable and remains the property of ScotEID.
- 4.4 The ScotEquine Card contains a link to the Website that provides the information contained on the ScotEquine Card scanned only.
- 4.5 It is your responsibility to keep the ScotEquine Card safe and ScotEID, its employees and agents shall not have any liability should your ScotEquine Card become lost, stolen or damaged. You agree that you will inform ScotEID as soon as reasonably practicable if your ScotEquine Card is or becomes lost, stolen or damaged.
- 4.6 The ScotEquine Card is not (i) an identification card for an equine; (ii) proof of ownership of an equine; nor (iii) a replacement for the equine passport and you should therefore retain your equine passport and use the ScotEquine Card in conjunction with your equine passport.

- 4.7 You represent and warrant that any photo of an equine on your ScotEquine Card is a true likeness of the equine registered on the ScotEquine Card and that you will not use any images in breach of clause 6.3. You agree to indemnify ScotEID, its employees and agents against any liability in connection with the photo you use on your ScotEquine Card (being breach of copyright or otherwise).
- 4.8 You acknowledge and accept that your ScotEquine card may be invalidated by ScotEID should you (i) withdraw your consent for ScotEID to use any information you provided to it in relation to the registration of your details against an equine; (ii) you inform ScotEID that you have sold, transferred or otherwise no longer own or keep the equine your registration with ScotEID is the subject of; or (iii) you inform us you no longer wish to have a ScotEquine Card. You should forthwith return or destroy your ScotEquine Card to ScotEID should any of paragraphs (i) to (iii) in this clause 4.8 occur.
- 4.9 ScotEID may suspend the use of your ScotEquine Card without liability on ScotEID and SAOS where ScotEID has any doubt as to the status of the ScotEquine Card, the keeper or owner of the equine or other circumstances surrounding the use of the ScotEquine Card.
- 4.10 You agree that you will not scan the QR Code on your ScotEquine Card or present your ScotEquine Card for scanning by a party without your equine being present within (at least) half a kilometre of the ScotEquine Card. Use of the ScotEquine Card outside the presence of the equine can be detrimental to equine disease prevention and equine welfare protection.
- 4.11 You agree that you will not copy the ScotEquine Card and that you will not scan or present for scanning a copy of the ScotEquine Card. Only the original ScotEquine card should be scanned or presented for scanning.

## 5. **PROVISION OF SCOTEQUINE APP**

- 5.1 The ScotEquine App is continually developing and ScotEID will try to update it based on feedback received. You acknowledge and agree that the form and nature of the ScotEquine App may change from time to time without prior notice. You also acknowledge and agree that ScotEID may temporarily stop providing use of some or all of the features of the ScotEquine App without prior notice. Some of these changes may be by way of an automatic update, alternatively, ScotEID may ask you to update and/or re-install the ScotEquine App should you wish to continue to use it.
- 5.2 By downloading or using the ScotEquine App you agree to these terms and conditions.
- 5.3 The ScotEquine App can be downloaded for no charge from the Website after you register your details on the Website.
- 5.4 The ScotEquine App requires a Mobile Device having an android operating system or an Apple IOS operating system.
- 5.5 If defective digital content we have supplied damages your Mobile Device or digital content belonging to you, ScotEID will either repair the damage or pay you compensation. However, ScotEID will not be liable for damage that you could have avoided by following our advice to apply an update or re-install the ScotEquine App offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 5.6 ScotEID recommends that you back up any content and data used in connection with the ScotEquine App, to protect yourself in case of problems with the ScotEquine App or access to the Database.

- 5.7 ScotEID licences you to use the ScotEquine App as permitted in these terms and conditions.
- 5.8 You are responsible for maintaining the confidentiality of your passwords for the ScotEquine App.
- 5.9 By downloading or using the ScotEquine App you accept that your mobile telephone number and location data will be made use of by and agree to ScotEID collecting and using technical information about your Mobile Device you use the ScotEquine App on and related software, hardware and peripherals to improve our products and to provide our services to you. You may stop ScotEID collecting your location data at any time by turning off the location services settings on your Mobile Device but this will mean that the location of your equine will not be known to ScotEID when you scan the QR Code on the ScotEquine Card and therefore ScotEID will be unable to update the information stored in relation to your equine accordingly.
- 5.10 You agree that you will:
- 5.10.1 not rent, lease, sub-licence, loan, provide, or otherwise make available, the ScotEquine App in whole or in part to any person without prior written consent from ScotEID;
- 5.10.2 not copy the ScotEquine App except as part of the normal use of the ScotEquine App or where it is necessary for the purpose of back-up or operational security;
- 5.10.3 not translate, merge, adapt, vary, alter or modify, the whole or any part of the ScotEquine App nor permit the ScotEquine App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the ScotEquine App on the Mobile Device permitted in these terms and conditions;
- 5.10.4 not to post or transmit to or from the ScotEquine App any material detailed in clause 6.3; or
- 5.10.5 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the ScotEquine App nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 269A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the ScotEquine App to obtain the information necessary to create an independent program that can be operated with the ScotEquine App or with another program ("**Permitted Objective**"), and provided that the information obtained by you during such activities:
- (i) is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
  - (ii) is not used to create any software that is substantially the same as the ScotEquine App;
  - (iii) is kept secure;
  - (iv) is used only for the Permitted Objective; and
  - (v) comply with all applicable technology control or export laws and regulations that apply to the technology used by or supported by the ScotEquine App.
- 5.11 You acknowledge that your access to and utilisation of the ScotEquine App may be monitored by ScotEID for the purposes of checking unauthorised use and supporting, maintaining, developing and operating the ScotEquine App.
- 5.12 Notwithstanding that ScotEID will maintain appropriate security measures for the purpose of protecting all aspects of the Database against unauthorised or unlawful processing and against accidental loss or destruction or damage of data, you acknowledge that ScotEID

gives no warranty that the ScotEquine App and the Database will be free from incidents of data security breach. If you notice anything unusual about the Database, you agree to report this immediately to ScotEID so that appropriate measures can be taken.

- 5.13 ScotEID does not endorse, accredit or regulate any providers of software and/or hardware and/or their software and/or hardware and any use you make of such providers or software and and/or hardware in conjunction with the ScotEquine App is entirely at your own risk.
- 5.14 The ScotEquine App is provided primarily for convenience. It has a QR Code reader embedded in it and by scanning the QR Code on the ScotEquine Card with the QR Code reader it automatically sends the GPS signal of the relevant equine to ScotEID and it also provides a route to the Website details of the relevant equine. For the avoidance of doubt, by scanning the QR Code and accessing the Website, you will only be able to access the page containing details of the equine the ScotEquine card is the subject of.
- 5.15 If you download the ScotEquine App onto any Mobile Device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms and conditions, whether or not you own the Mobile Device.
- 5.16 We recommend that you delete the ScotEquine App prior to you transferring your Mobile Device to any party in order to assist in the prevention of your and your equine's data being passed by you to the new owner of your Mobile Device.

## 6. **PROVISION OF WEBSITE AND DATABASE**

- 6.1 The Website and Database is developing and ScotEID will try to update the Website and Database based on feedback received. You acknowledge and agree that the form and nature of the Website and Database relating thereto which ScotEID provides may change from time to time without prior notice. You also acknowledge and agree that ScotEID may temporarily stop providing use of some or all of the Website and/ or the Database without prior notice.
- 6.2 You agree not to attempt to undermine the security or integrity of the Website and the Database (either directly or indirectly).
- 6.3 You agree not to post or transmit to or from the Website and/ or the Database any material:
  - 6.3.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may unjustifiably cause annoyance or inconvenience; or
  - 6.3.2 for which you have not obtained all necessary licences and/ or approvals; or
  - 6.3.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to a civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country of the world; or
  - 6.3.4 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).
- 6.4 You acknowledge that your access to and utilisation of the Website and/ or the Database may be monitored by ScotEID for the purposes of checking unauthorised use and supporting, maintaining, developing and operating the Website and/ or the Database.

- 6.5 Notwithstanding that ScotEID will maintain appropriate security measures for the purpose of protecting all aspects of the Database against unauthorised or unlawful processing and against accidental loss or destruction or damage of data, you acknowledge that ScotEID gives no warranty that the Website and the Database will be free from incidents of data security breach. If you notice anything unusual about the Database, you agree to report this immediately to ScotEID so that appropriate measures can be taken.
- 6.6 ScotEID does not endorse, accredit or regulate any providers of software and/or hardware and/or their software and/or hardware and any use you make of such providers or software and/or hardware in conjunction with the Database is entirely at your own risk.
- 6.7 The use of the ScotEID logo and the ScotEquine logo is restricted and must not be used by you without written permission from ScotEID or SAOS.

## 7. DATA

- 7.1 You acknowledge and agree that ScotEID does not give any representation or warranty (whether express or implied) as to the accuracy or completeness of the data contained within the Database or Website or the ScotEquine App. To the extent that ScotEID, as Data Controller, is under an obligation to ensure that the data held on your behalf is up to date you acknowledge and agree that you are obliged to check the accuracy of the data and to promptly alert ScotEID of any inaccuracy. ScotEID may from time to time alert you to a potential inaccuracy in the Database in respect of your data.
- 7.2 You retain copyright and any other rights you already hold in any information you submit through the Website or ScotEquine App. However, you hereby grant to ScotEID and its other Database users a perpetual, irrevocable, worldwide, non-exclusive and royalty free licence to reproduce, process, modify, adapt and publish the same on any format and it is accepted that such reports may be made public. You waive any moral rights therein and any other rights to be acknowledged as the author.
- 7.3 You accept that you shall not obtain any intellectual property rights in relation to any of the information or data contained on the Website, the Database or the ScotEquine App (save in relation to any information or data submitted by you).

## 8. CONSEQUENTIAL LOSS

You agree that ScotEID shall not be liable for consequential or indirect losses you may incur including but not limited to loss of enjoyment, amenities, grants, subsidies, profit, loss of anticipated profit, loss of use, loss of production, loss of property, loss of revenue, loss of anticipated revenue (whether or not due to ScotEID's negligence, breach of statutory duty or otherwise) arising from or relating to the Website and/ or the Database and/or the ScotEquine App, and/or any hard copy materials provided by ScotEID, and/or any issues arising from an equine being in a location or otherwise, whether or not such losses were foreseeable.

## 9. LIABILITY

- 9.1 The Website, the Database, the ScotEquine App and any hard copy materials are provided "as is" and neither ScotEID nor SAOS provide any warranty in relation thereto. By using the Website and/or the ScotEquine App you accept that the materials on the Website, the ScotEquine App and/or the Database may be inaccurate and/or out of date. ScotEID does not represent or warrant that:
- 9.1.1 your use of the Website, the ScotEquine App and/ or the Database will be uninterrupted, timely, secure or error free;



- 9.1.2 your use of the Website, the ScotEquine App and/ or the Database will meet your statutory or other obligations; and
- 9.1.3 any information obtained by you as a result of your use of the Website, the ScotEquine App and/ or the Database will be accurate.
- 9.2 Any information, advice, analysis or recommendation given or hosted by ScotEID, its employees, agents or others on the Website, the ScotEquine App and/ or the Database, in hard copy or in person or in any way related to equine identification and traceability is followed or acted upon entirely at your own risk, and ScotEID its employees, agents or others shall not be liable for any such advice or recommendation. ScotEID recommends that you satisfy yourself as to the accuracy of the information contained on the Website, the ScotEquine App and/or the Database.
- 9.3 Any typographical, clerical or other error or omission in any web-page, document or information issued by ScotEID (whether in electronic or hard copy form) shall be subject to correction without any liability on the part of ScotEID.
- 9.4 The aggregate liability of ScotEID and its affiliates and their respective officers, employees and agents arising from or relating to the Website, the ScotEquine App, the Database and/ or any hard copy materials provided by ScotEID, whether in contract, delict or otherwise at law (including for negligence or breach of statutory duty) shall be limited to a total of £1,000.
- 9.5 The equine keeper registered with ScotEID or accessing the Website or the ScotEquine App or being in receipt of hard copy materials from ScotEID undertakes to indemnify and hold harmless ScotEID, its affiliates and their respective officers, employees and agents from and against all claims, losses and liabilities incurred as a result of your (and for the avoidance of doubt your veterinary practice's or agent's) use of the Website, the ScotEquine App, the Database and/ or hard copy materials supplied by ScotEID and any breach by you (and for the avoidance of doubt your veterinary practice or agent) of any of your obligations hereunder.
- 9.6. If you should suffer any loss, damage or expense whether as a result of a breach of these terms and conditions by ScotEID or otherwise, any claim or proceeding in relation thereto shall be made or brought by you against ScotEID only, in accordance with and subject to these terms and conditions. No claims shall be made or proceedings brought by you against SAOS and you shall save indemnify, and hold SAOS harmless in this respect.

## 10. **GOOD FAITH**

- 10.1 You agree to use your reasonable endeavours to cooperate with ScotEID in relation to the Website, the ScotEquine App, the Database and any hard copy materials supplied by ScotEID and to do all things reasonably necessary and desirable to give effect to the spirit, aims and intention of these terms and conditions.

## 11. **GENERAL**

- 11.1 These terms and conditions should be read in conjunction with our [Privacy Policy](#).
- 11.2 The then current terms and conditions as posted on the Website constitute the whole contract between ScotEID and you in relation to the use of the Website, the ScotEquine App, the Database, information or materials received from ScotEID or SAOS, and in relation to that use supersedes all previous agreements you may have with ScotEID, SAOS or any other party in relation to the subject matter hereof. No variation may be made by you to the terms and conditions unless agreed in writing by ScotEID. ScotEID will continue to review these terms and conditions and updates to these terms and conditions will be posted on the

Website and will apply from that date. You should check the Website from time to time to review the current terms and conditions.

- 11.3 ScotEID may end your rights to use the ScotEquine App, ScotEquine Card and/or access the Database at any time by contacting you if you have breached any of these terms and conditions in a material way. If ScotEID ends such rights, you must stop all activities authorised by these terms and conditions, including your use of the Website and ScotEquine App and access to the Database and you must delete and remove the ScotEquine App from all devices in your possession and immediately destroy all copies of the ScotEquine App which you have and confirm to us that you have done this. We may turn off the functionality of the ScotEquine App and cease providing you with access to the Database. If what you have done can be put right ScotEID will give you a reasonable opportunity to do so.
- 11.4 Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision or on the Registration to the party giving the notice. ScotEID shall also be entitled to give notice by posting information on the Website.
- 11.5 You shall keep confidential and not disclose and shall procure that your employees and agents keep confidential and do not disclose any information of a confidential nature obtained by reason of any contact between you or them and ScotEID including your use of the Website, the ScotEquine App, the Database and/ or hard copy materials supplied by ScotEID, except information which is in the public domain otherwise than by reason of a breach of this provision. You agree to notify ScotEID immediately if you become aware of any breach of confidentiality concerning the Website, the ScotEquine App and/ or the Database.
- 11.6 ScotEID may at any time transfer or assign all or any rights and/ or obligations under any contract between ScotEID and you.
- 11.7 You shall not assign or sub-contract any of your rights and obligations hereunder without the prior written consent of ScotEID.
- 11.8 Nothing in these terms and conditions shall be construed so as to create a partnership or joint venture.
- 11.9 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.
- 11.10 These terms and conditions shall be governed by and construed in accordance with the Law of Scotland and the parties agree that the Scottish courts shall have exclusive jurisdiction.

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