

MILESTONES SCOTLAND TERMS AND CONDITIONS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions which apply, and which you agree to comply with when you use our services (the **Services**) provided at our website <https://milestonesscotland.co.uk> (the **Website**). The operator of the Website is Milestones Scotland Limited (please see section 2.1 below for more information about us). By using our Website and/or our Services you accept these terms and that you agree to comply with them. If you do not agree to these terms please do not use our Website or our Services.

1.2 **Why you should read them.** Please read these terms carefully before you use our Website or Services. These terms tell you who we are and how we will provide the Services.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** The Website is operated by Milestones Scotland Limited, a company registered in Scotland (company number SC658199) whose registered office is at C/O Morton Fraser LLP 5th Floor, Quartermile Two, 2 Lister Square, Edinburgh, Scotland, EH3 9GL.

2.2 **How to contact us.** You can contact us by writing to us at contact@milestonesscotland.co.uk or using our contact form on the Website at <https://milestonesscotland.co.uk/contact/>

2.3 **How we may contact you.** If we have to contact you we will do so by writing to you at the email address you provided to us when using our Services. If we do not have your email address we will contact you by telephone or failing that, using your postal address (provided we have these contact details for you). When we use the words "writing" or "written" in these terms, this includes emails. You must advise us as soon as possible if your contact details change.

3. OUR SERVICES

3.1 **Our Services are provided free of charge.** However, we may charge for you to use certain features of the Website in the future. Certain entries will remain free of charge, namely death notices, invitations, and timelines. A full description of our Services can be found at <https://milestonesscotland.co.uk/about-us/>

- 3.2 **If we cannot accept the registration of a death on the Website.** If we are unable to accept the registration, we will inform you of this in writing. You acknowledge and confirm you have the right to submit all information to us through your use of the Services.

- 3.3 **Unique Milestones Reference (UMR).** On submitting a death notice you will become a customer of Milestones Scotland Limited and you will receive a UMR. The UMR is personal to you and should not be shared with any other individual. We will have no liability to you or any other individual for any consequences if you do share your UMR. We have the right to disable the UMR of any customer who in our opinion has failed to comply with these terms, resulting in any entries made by such customer being removed from the Website.

You may become a customer for purposes of submitting an Appreciation without being in possession of the relevant UMR (please see <https://milestonesscotland.co.uk/submit-your-tribute/>).

It is essential that customers keep us advised of any change in their contact details. Failure to do this may result in the UMR being disabled and the entries provided by the applicable customer being removed from the Website.

- 3.4 **Access to our Services is permitted on a temporary basis.** We reserve the right to withdraw or amend any service we provide through the Website without notice. We will not be liable if for any reason access to the Services is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our Services.

4. ACCEPTABLE USE OF OUR WEBSITE AND SERVICES

- 4.1 **You may use our Website only for lawful purposes.** You may not use our Website or Services:

- (a) In any way that breaches any applicable local, national or international law or regulation.
- (b) In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- (c) For the purpose of harming or attempting to harm minors in any way.
- (d) To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.

- (e) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- (f) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

4.2 **Moderating our Services.** Our Services are moderated by our management team. However, we are under no obligation to oversee, monitor or moderate any Service, and we expressly exclude our liability for any loss or damage arising from the use of any Service by a user in contravention of our content standards, whether the Service is moderated or not.

4.3 **Content standards.** These content standards apply to any and all material which you contribute using our Services (**Tributes**). A Tribute:

- (a) Must not contain any malicious, obscene, offensive, hateful, inflammatory or defamatory language or images.
- (b) Must not infringe the rights of any third party.
- (c) Must be accurate where it states facts.
- (d) Must comply with the law applicable in Scotland and in any country from which it is posted.
- (e) Must not deceive any person.
- (f) Must not breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- (g) Must not be likely to harass, upset, embarrass, alarm, or annoy any other person.
- (h) Must not impersonate any person (with the intent to deceive), or misrepresent your identity or affiliation with any person.

We will determine, in our discretion, whether a Tribute breaches the content standards above. For more information regarding Tributes please see <https://milestonesscotland.co.uk/tributes/>

4.4 **We may not use your Tribute.** Please note we are under no obligation to use your Tribute in any way, and we may delete your Tribute in whole or in part at any time.

- 4.5 **Tributes and personal data.** It is expected that our customer, the person submitting the death notice and in receipt of the UMR, will submit most of the further material to form the profile, <https://milestonesscotland.co.uk/profile-explained/> whether eulogy, acknowledgement, or timeline and obituary. Our preference is that this is done anonymously. No responsibility will attach to us for any loss damage or injury which may ensue through our customer choosing to be, or inadvertently being, identified. Appreciations are an exception; <https://milestonesscotland.co.uk/tributes/> We require to know the full identity of the contributor in order to apply for the consent of the associated customer. The display of the Appreciation will normally be headed with the initials of the contributor and, if desired, a place and date (please see <https://milestonesscotland.co.uk/gilbertson-reginald-wd/> by way of an example).

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 **Our rights to use your Tribute.** You remain the owner (or rightful licensee) of all rights in your Tribute. By submitting a Tribute, you grant us a perpetual, irrevocable, royalty-free, non-exclusive licence to use your Tribute in whole or in part on our Website.
- 5.2 **Our rights in our Website.** Other than in relation to your Tribute, we are the owner or licensee of all intellectual property rights in our Website. You must not copy or reproduce any of our intellectual property rights without our written permission.

6. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 6.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 6.2 **Reliance on information posted.** Nothing on the Website may be taken as advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on our Website by any visitor to our Website, or by anyone who may be informed of any of its contents.

- 6.3 **Links from our Website.** Where our Website contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.
- 6.4 **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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to these terms.
- 6.5 **We are not liable for business losses.** We only provide access to our Website for private use. If you use our Website or Services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7. **HOW WE MAY USE YOUR PERSONAL DATA**

- 7.1 **How we will use your personal data.** We process personal data or information about you in accordance with our privacy notice <https://milestonesscotland.co.uk/privacy-policy/> All personal data provided by you must be accurate.

8. **OTHER IMPORTANT TERMS**

- 8.1 **Breach of these terms by you.** When we consider that a breach of these terms has occurred, we may take such action as we deem appropriate, including temporary or permanent withdrawal of your right to use our Services and/or the removal of material we had previously agreed to display.
- 8.2 **Variations.** We may change these terms at any time. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms may also be superseded by provisions or notices published elsewhere on our Website.
- 8.3 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 8.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 8.5 **Even if we delay in enforcing these terms we can still enforce them later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 8.6 **Which laws apply to these terms and where you may bring legal proceedings.** These terms are governed by Scots law and you can bring legal proceedings in respect of the terms in the Scottish courts. If you live in England or Wales you can bring legal proceedings in respect of the terms in the Scottish or the English or the Welsh courts. If you live in Northern Ireland you can bring legal proceedings in respect of the terms in either the Northern Irish or the Scottish courts.

Where you are resident in the EU and using the Website or Services for your own personal (not business) use, the jurisdiction will be the courts of your country of residence.