TERMS AND CONDITIONS FOR USE OF THE WEBSITE SCOTEID.COM AND THE SCOTEID.COM DATABASE KEEPERS OF LIVESTOCK

ScotEID.com Limited, a company limited by guarantee and registered in Scotland, having company number SC382963 and having its registered office at Rural Centre, Ingliston, Edinburgh, EH28 8MZ (hereinafter called "ScotEID")

INTRODUCTION

These terms and conditions apply to (i) the entire contents of the website under the domain names "Scoteid.com" and "Scoteid.co.uk" ("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"); and (iii) any correspondence between ScotEID and you. Please read these terms and conditions carefully before using the Website and/ or the Database. Using the Website and/ or the Database indicates that you accept these terms regardless of whether or not you choose to register with the Website. If you do not accept these terms, do not use the Website or the Database.

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.

1. DEFINITIONS AND INTERPRETATION

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

"Critical Control Points" means as defined in the Sheep Order;
"Groups" means any of Scottish Pig Producers Limited, Scotland Lean Pigs Limited and Vion Food Group Limited;
"Pig Order" means the Pigs (Records, Identification and Movement) (Scotland) Order 2011;
"Sheep Order" means The Sheep and Goats (Records, Identification and Movement) (Scotland) Order 2009;
"Tag(s)" means an electronic tag affixed to sheep in accordance with the Sheep Order;
"writing" includes facsimile transmission, e-mail or comparable means of communication.

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 the research in connection with the traceability of farm livestock 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.

2.2 You can register your details on the Website by completing the registration form ("Registration") at [http://www.scoteid.com/index.php?q=user/register] You may gain assistance with registration by telephone to the ScotEID information centre on 01466 794323. Each registration is for a single user only. ScotEID does not permit you to share your user name and password with any person nor with multiple users on a network.

2.3 You undertake that all the details you provide to ScotEID on the Registration are true, complete and accurate.

2.4 By submitting your Registration you are responsible for maintaining the confidentiality of your password for the Website. Please inform ScotEID immediately if your password is disclosed to a third party. ScotEID shall have no liability for any activities that occur on your account or for any data that is inputted into your account in any circumstances.

2.5 By submitting your Registration you acknowledge that the Website and the Database will be used for the continuing research for the identification and traceability of livestock in Scotland. As such, you agree to provide ScotEID with such information as it may reasonably require from time to time in relation to this subject matter.

2.6 By submitting your Registration you agree to give feedback to ScotEID on the Website and/ or Database on ScotEID's reasonable request.

2.7 By submitting your Registration you accept that you may be contacted by ScotEID for research purposes.

2.8 **Registration by Keepers of Sheep**

The provisions of this clause 2.8 apply to keepers of sheep who have submitted a Registration. By submitting your Registration you:

2.8.1 Acknowledge that in order for SAOS to sample, gather and verify information access to your farm holdings may exceptionally be required. You agree to permit at such reasonable times as may be agreed between you and SAOS an authorised representative of SAOS to enter your farm holding(s) to inspect the animals and identifiers in your flock for research purposes;
2.8.2 Agree to SAOS using the movement data received from sheep electronically tagged and from the data submitted to the Website for research purposes;
2.8.3. Agree to co-operate and assist at Critical Control Points and, if necessary, to resubmit your sheep for electronic reading if any of the equipment at such Critical Control Points fails or the accuracy of their readings would benefit from re-testing;
2.8.4 Confirm that you own or keep breeding sheep such number of which are notified on the Registration;
2.8.5 Shall be responsible for and agree to comply with any legislation or regulations governing your keeping of sheep, including, without limit, Part 4 of the Sheep Order;
2.8.6. You acknowledge that the accuracy of the information contained on the Database must be checked by You. Neither ScotEID nor the Critical Control Point shall have any responsibility in respect thereof;
2.8.7 Agree to regularly maintain all the movements and other records of your flock on the Database on the Website and that all the information you submit to the Website shall be true and accurate. If it comes to your attention that you have provided the Website with erroneous reports you agree to notify ScotEID of the error as soon as reasonably practicable;
2.8.8 Acknowledge that ScotEID recommends that you use yellow EID Tags and that EID Tags are fitted to the left ear of sheep;
2.8.9. Agree to adhere to the requirements of the Sheep Order, in particular Part 4, in relation to the movement of sheep.

2.9. **Registration by Keepers of Pigs**

The provisions of this clause 2.9. apply to keepers of pigs who have submitted a Registration. By submitting your Registration you:

2.9.1 Agree to SAOS using the movement data received from the data submitted to the Website for research purposes;
2.9.2 Confirm that you own or keep breeding pigs such number of which are notified on the Registration;
2.9.3 Shall be responsible for and agree to comply with the Pig Order and any legislation or regulations governing your keeping of pigs, including, without limit, article 7 concerning Marking of Pigs moved off a holding and article 12 concerning Notification requirements for movement of pigs of the Pig Order;
2.9.4. You acknowledge that the accuracy of the information contained on the Database must be checked by You. Neither ScotEID nor the Group shall have any responsibility in respect thereof;
2.9.5 Agree to regularly maintain all the movements and other records of your pigs on the Database on the Website and that all the information you submit to the Website shall be true and accurate. If it comes to your attention that you have provided the Website with erroneous reports you agree to notify ScotEID of the error as soon as reasonably practicable.

3. **PROVISION OF WEBSITE AND DATABASE**

3.1 The Website and Database is continually innovating 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 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.

3.2. You agree not to misuse the Website and/ or the Database (including, without limitation, by hacking).

3.3 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.

4. DATA

4.1 You acknowledge and agree that neither the Group nor a CCP gives any representation or warranty (whether express or implied) as to the accuracy or completeness of the data contained within the Database or Website.

4.2 You retain copyright and any other rights you already hold in any information you submit through the Website. 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. You waive any moral rights therein and any other rights to be acknowledged as the author.

4.3 You accept that you shall not obtain any intellectual property rights in relation to any of the information or data contained on the Website (save in relation to any information or data submitted by you).

4.4 You acknowledge that ScotEID or its agents may obtain personal data of you or your employees (personal data is defined by the Data Protection Act 1998 ("DPA")). As part of ensuring that any such personal data is processed fairly ScotEID is obliged by the DPA to provide you with the following information:

4.4.1 For the purposes of the DPA, contact details for ScotEID are:- ScotEID.com Limited, Rural Centre, West Mains, Ingliston, Newbridge, EH28 8NZ, Telephone No: 0131 472 4100.

4.4.2. Any personal data that you or your employees provide will be used by ScotEID only for the purposes of administering the Website and/ or the Database (including any developments thereto), researching, reviewing and analysing livestock identification and traceability and reporting to the Scottish Government and/ or SAOS. You hereby consent to the release of data you input on to the Database to the Scottish Government and/ or SAOS. It is accepted that such report may be made public. Your personal data may be given to any relevant government department or agency for these purposes but will not be disclosed by ScotEID to any other organisation for any other purpose other than in relation to cases of suspected fraud.

4.5. You are prohibited from posting or transmitting to or from the Website and/ or the Database any material:

4.5.1 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 cause annoyance or inconvenience; or

4.5.2. for which you have not obtained all necessary licences and/ or approvals; or

4.5.3. 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

4.5.4. 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).

5. 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 grants, subsidies (including but not limited to Single Farm Payments), profit, loss of anticipated profit, loss of use, loss of production, loss of product, 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 whether or not such losses were foreseeable.

6. LIABILITY

6.1 The Website and the Database are provided "as is" and neither ScotEID nor SAOS provide any warranty in relation thereto. By using the website you accept that the materials on the Website and/or the Database may be in accurate and/or out of date. ScotEID does not represent or warrant that:

6.1.1 your use of the Website and/ or the Database will be uninterrupted, timely, secure or error free;

6.1.2 your use of the Website and/ or the Database will meet your statutory or other obligations; and

6.1.3 any information obtained by you as a result of your use of the Website and/ or the Database will be accurate.

6.2 Any advice or recommendation given by ScotEID, its employees, agents or others on the Website and/ or the Database or in any way related to sheep identification and traceability is followed or acted upon entirely at your own risk, and ScotEID shall not be liable for any such advice or recommendation.

6.3 Any typographical, clerical or other error or omission in any web-page, document or information issued by ScotEID shall be subject to correction without any liability on the part of ScotEID.

6.4 The aggregate liability of ScotEID and its affiliates and their respective officers, employees and agents arising from or relating to the Website and/ or the Database 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.

6.5 You undertake 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 use of the Website and/ or the Database and any breach by you of any of your obligations hereunder.

6.6. If you should suffer any loss, damage or expense as a result of a breach of these terms and conditions by ScotEID, 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. a CCP or any of the Group and you shall save indemnify, and hold SAOS, a CCP and each of the Group harmless in this respect.

7. GOOD FAITH

You agree to use your reasonable endeavours to cooperate with ScotEID in relation to the Website and the Database and to do all things reasonably necessary and desirable to give effect to the spirit, aims and intention of these terms and conditions.

8. GENERAL

8.1 The then current terms and conditions as posted on the Website constitute the whole contract between ScotEID and you and supersede 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.

8.2 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.

8.3 You shall keep confidential and not disclose and shall procure that your employees keep confidential and do not disclose any information of a confidential nature obtained by reason of any contact between you and ScotEID including your use of the Website and/ or the Database 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 and/ or the Database.

8.4 ScotEID may at any time transfer or assign all or any rights and/ or obligations under any contract between ScotEID and you.

8.5 You shall not assign or sub-contract any of your rights and obligations hereunder without the prior written consent of ScotEID.

8.6 Nothing in these terms and conditions shall be construed so as to create a partnership or joint venture.

8.7 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.

8.8 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.