

## ACCEPTABLE USE POLICY

This acceptable use policy sets out the terms between you and us under which you may access our website [www.finniesjewellers.co.uk](http://www.finniesjewellers.co.uk) (**our site**). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our [Terms of Use](#).

[www.finniesjewellers.co.uk](http://www.finniesjewellers.co.uk) is a site operated by R.D. Finnie Limited (**we, us or our**). We are registered in Scotland under company number SC042173 and have our registered office and main trading address at 219-223 George Street, Aberdeen, AB25 1HY. Our VAT number is 265 7662 25.

### Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (**spam**).
- 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.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our [terms of website use](#).
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or

- any equipment or network or software owned or used by any third party.

#### Interactive services and moderation

We may from time to time provide interactive services on our site, including, without limitation, chat rooms and bulletin / message boards (**interactive services**).

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Further, unless otherwise expressly specified, all of the interactive services provided on our site are not moderated. We will not be responsible as author, editor or publisher of any contributions (as defined below) submitted to any of our interactive services and we expressly exclude our liability for any loss or damage arising from the use of the interactive services by any person in contravention of this policy. We reserve the right to promptly remove, or to disable access to, any contributions which we deem to be potentially defamatory of any person, unlawful or in violation of any third party rights.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

#### Content standards

These content standards apply to any and all material which you contribute to our site (**contributions**), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).

- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

#### Use of interactive services by minors

The use of any of the interactive services provided on our site (from time to time and if any) by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use any interactive services that it is important that they communicate with their children about their safety online. Minors who are using interactive services should be made aware of the potential risks to them, the fact that moderation (if any) is not foolproof and of their obligation to comply with this acceptable use policy when using interactive services.

We will do our best to assess any possible risks to minors from third parties when they use interactive services, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks.

#### Suspension and termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the [terms of use](#) upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- 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.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

#### Copyright

By submitting any contributions to any interactive services, you agree to grant us a non-exclusive licence to use those contributions. Although you will still own the copyright in your contributions, we will have the right to freely use, edit, alter, reproduce, publish and/or distribute the material contained in your contributions. This licence will be free of charge, perpetual and capable of sub-licence. We may exercise all copyright and publicity rights in the material contained in your contributions in all jurisdictions, to their full extent and for the full period for which any such rights exist in that material.

Please also note that, in accordance with our content standards above, you must ensure that your contributions do not infringe any copyright, database right or trade mark of any other person. By submitting your contributions to our interactive services, you are warranting that you have the right to grant us the non-exclusive copyright licence described above.

If you are not in a position to grant such a licence to us, please do not submit the contributions to the interactive services.

### Complaints

If you wish to complain about any contribution posted to any of the interactive services provided on our site, please contact us at [sales@finniesjewellers.co.uk](mailto:sales@finniesjewellers.co.uk). We will then review the contribution and decide whether it complies with this acceptable use policy. We will deal with any contribution which, in our opinion, violates this acceptable use policy as described above (see section "suspension and termination". We will inform you of the outcome of our review within a reasonable time of receiving your complaint.

### Changes to the acceptable use policy

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

**Thank you for visiting our site.**

**R.D. Finnie Limited**