

TERMS AND CONDITIONS

Last update: 10 November 2023

AGREEMENT TO OUR LEGAL TERMS

We are NEXUS OF SILA LIMITED, doing business as SILA Linguists ("Company," "we," "us," or "our"), a company registered in Scotland at 293-48 West George Street, Glasgow G2 1BP. Our VAT number is 452250618.

We operate the website <https://silalinguists.com>, <https://silalinguists.co.uk> (the "Site"), the mobile application SILA Linguists (the "App"), as well as any other related products and services that refer to or link to these legal terms (the "Legal Terms") (collectively, the "Services").

SILA's foundation is built by linguists with years of experience who recognise the challenges faced by language professionals in the industry. We strive to empower linguists with fair compensation, professional treatment, and a sustainable work environment. Our unique employment approach benefits both linguists and clients, resulting in high-quality linguistic services. At SILA Linguists, we are committed to providing linguistic services of unmatched quality. We have carefully recruited a diverse and skilled team of linguists who possess not only language expertise but also deep knowledge of various industries and cultural nuances. This ensures that our services are accurate, culturally sensitive, and tailored to the specific needs of each client. As an organisation, we hold ourselves to the highest ethical standards. We advocate for fair treatment and just compensation for linguists across the industry. Our commitment to excellence extends to our advanced interpreting application, SILA Linguists. This cutting-edge technology facilitates seamless telephone and video interpreting, making communication efficient and accessible across borders and time zones. Whether it's conducting conference interpreting or language analysis sessions, our technology ensures that language barriers do not hinder the flow of information and knowledge. Our advancement strategy, SILA Linguists aims to set a new standard in the linguistic services industry. We strive to ensure that our linguists are respected, empowered, and adequately rewarded for their invaluable contributions.

You can contact us by phone at (+44)0141 628 9144, email at datap@silalinguists.com, or by mail to 293, 48 West George Street, Glasgow G2 1BP, Scotland.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("You"), and NEXUS OF SILA LIMITED, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert you about any changes by updating the "Last updated" date of these Legal Terms, and you have 14 days to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

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1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided through the Services "AS IS" for your personal, non-commercial use or internal business purpose only.

Your use of our Services

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable licence to:

- access the Services; and
- download or print a copy of any portion of the Content to which you have properly gained access.

solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, you must obtain our prior written permission. We will consider requests for permission on a case-by-case basis. We reserve the right to refuse such requests for permission in our sole discretion. If we grant permission, we may alter our terms and conditions for that particular use. When we grant you permission for any specific use, we may also require that you publish a notice of our permission to our website or other locations. You may not remove any copyright notices, trademarks, logos, or other proprietary notices appearing on or in the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your Submissions

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services (electronic communications), you agree to assign us all intellectual property rights in such Submission. You agree that we will own the Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You are responsible for what you post or upload: By sending us Submissions through any part of the Services you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permitted by applicable law, waive any and all moral rights in any such Submission;
- warrant that any such Submission is original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions; and
- warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all representations and information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information to promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not attempt to bypass any security features of the Services or the networks or servers connected to the Services; and (7) you will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. PURCHASES AND PAYMENT

We accept the following forms of payment:

- Visa

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, as you may change your payment and contact information. Sales tax will be added to the price of purchases where required by applicable law. We reserve the right to update our payment-gateways at any time and our payment-gateways shall be in Pound Sterling.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorise us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers, or distributors.

6. CANCELLATION

All purchases are non-refundable. You can cancel your subscription at any time by contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term.

If you are unsatisfied with our Services, please email us at datap@silalinguists.com or call us at (+44)0141 628 9144.

7. SOFTWARE

We may include software for use in connection with all Services. If such software is accompanied by an end user licence agreement ("EULA"), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our Services and in accordance with these Legal Terms. Any software and any related documentation is provided "AS IS" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risk arising out of use or performance of any software. You may not reproduce or redistribute any software except in accordance with the EULA or these Legal Terms.

8. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or any other information, whether for profit or otherwise, without our prior written permission.
- Trick, defraud, or mislead us and other users, especially in any attempt to write sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any content or the use of the Services and/or the Content to unlicensed third parties.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable law or regulation.
- Engage in unauthorised framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services, including modifications, updates, interrupts, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "bots").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or servers connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent HTML e-mails, JavaScript, or other code.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be permitted in writing by us in our standard search engine or internal browser usage, use, launch, develop, or distribute any automated systems, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorised script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services and/or email addresses of users by electronic means or by other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavour or commercial enterprise.
- Use the Services to advertise or offer to sell goods and services.
- Sell or otherwise transfer your profile.

9. USER GENERATED CONTRIBUTIONS

The Services does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, broadcast, convey, and/or make materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or other information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. As such, your Contributions are made publicly and subject to our Terms of Service and the Services' Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

- the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party;
- You are the creator and owner of all or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms;
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms;
- Your Contributions do not include any defamatory, abusive, harassing, or otherwise unlawful, obscene, or vulgar content;
- Your Contributions are not unlicensed or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as defined by applicable law);
- Your Contributions do not violate any applicable law, regulation, or ordinance;
- Your Contributions do not resemble, mock, disparage, intimidate, or abuse anyone;
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people;
- Your Contributions do not violate any applicable law, regulation, or ordinance;
- Your Contributions do not infringe or otherwise violate any rights of any third party;
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical disabilities of any person or group;
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

10. CONTRIBUTION LICENCE

You and Services agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (excluding settings).

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from all and all responsibility and to refrain from any legal action against us regarding your Contributions.

11. MOBILE APPLICATION LICENCE

Use licence

When you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application licence contained in these Legal Terms. (1) you agree to (a) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or delete any proprietary or confidential information or any notices of copyright or trademarks posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other information permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unauthorised commercial email; or (9) use any proprietary or confidential information or other trademarks or service marks in the App's development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

Apple and Android Devices

The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Services: (1) the licence granted to you for our App is limited to a non-transferable licence to use the application on a device that utilises the Apple iOS or Android operating systems, as applicable, and in accordance with the support rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and update services with respect to the App as specified in the terms and conditions of this mobile application licence contained in these Legal Terms or as otherwise required by applicable law; and you acknowledge that each App Distributor has the right to (a) modify, host, or otherwise require you to update the App in order to comply with applicable law or regulatory requirements; (b) discontinue or suspend the App for any reason at any time; (c) terminate or suspend the App for any reason at any time; (d) modify the App to conform to any applicable warranty, your purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law; the App Distributor will have no obligation to restore your access to the App; (e) you represent and warrant that you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a terrorist supported country and (f) you are not listed on any US government list of prohibited or restricted parties; (3) you must comply with applicable third-party terms of agreement when using the App, e.g. if you have a VoIP application, then you must not be in violation of applicable third-party terms of agreement when using the App; and (4) you acknowledge and agree that the App Distributors are the party beneficiaries of the terms and conditions in this mobile application licence contained in these Legal Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application licence contained in these Legal Terms against you as a third-party beneficiary thereof.

12. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain (or you may be sent via the Site or App) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Website or to install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern you. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by us or incur or suffer or in any way be damaged as a result of any use of any Third-Party Content or any contact with Third-Party Websites.

13. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technically feasible) any of our Services or any portion thereof; (4) in our sole discretion and without limitation, remove, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

14. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy <https://www.silalinguists.com/docs/privacy-policy.pdf> by using the Services, you are hosted by the United Kingdom. If you access the Services from any other region of the world with laws or other government regulations governing your personal data collection, use, or disclosure that differ from those in the United Kingdom, then through your continued use of the Services, you are transferring your data to the United Kingdom, and you expressly consent to have your data transferred to and processed in the United Kingdom.

15. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, YOU HEREBY AGREE TO WAIVE YOUR RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR INFORMATION CONTAINED IN THESE LEGAL TERMS OR FOR ANY APPLICABLE LAW OR REGULATION, WITHOUT NOTICE, IF: (A) YOU INTERFERE WITH OUR ABILITY TO PROVIDE THE SERVICES; (B) YOU DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting in good faith. You are not entitled to terminate or suspend your account for any reason, but we reserve the right to do so at any time. We reserve the right to terminate or suspend your account, including without limitation pursuing civil, criminal, and injunctive redress.

16. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or interrupt the contents of the Services at any time for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or interruption of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or performance maintenance that may result in the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

17. GOVERNING LAW

These Legal Terms are governed by and interpreted following the laws of Scotland, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you may additionally possess the protection provided by your rights to obligatory provisions of the law in your country of residence. NEXUS OF SILA LIMITED does not intend to enter into a contract with you that is subject to the non-exclusive jurisdiction of the courts of Glasgow, which means that you should make a claim to defend your consumer protection rights in the legal jurisdiction of your country of residence, or in the EU country in which you reside.

18. DISPUTE RESOLUTION

Informal negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute") and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least forty five (45) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

Any dispute arising from the relationships between the Parties to these Legal Terms shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and which shall operate in place of the existing judicial system. These Legal Terms operate to the fullest extent permissible by law. The language of the proceedings shall be English. Applicable rules of substantive law shall be the law of Scotland.

Restrictions

The Parties agree that any arbitration shall be limited to the dispute between the Parties individually. To the full extent permitted by law (a) no arbitration or other dispute resolution procedure, (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilise class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (i) any Disputes relating to or arising from, or concerning the invention, violation of, or the intellectual property rights of a Party, (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorised use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then the Parties shall be deemed to have waived their agreement to arbitrate any Dispute falling within that provision and the Dispute shall be resolved in a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

19. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and other such information. We reserve the right to remove, correct, or otherwise modify or update any such information or to change or update the information on the Services at any time without prior notice.

20. DISCLAIMER

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21. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR OTHER DAMAGES, ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

22. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any third party, including any third party who is not a party to these Legal Terms, (3) any breach of your representations and warranties set forth in these Legal Terms, (4) any violation of the rights of a third party, including but not limited to intellectual property rights, or (5) any event harmful or caused by any use of the Services, in which you or any of our other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by us or incur or suffer or in any way be damaged as a result of any use of any Third-Party Content or any contact with Third-Party Websites.

23. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action arising from any such loss or corruption of such data.

24. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications that we may use to send you administrative notices, disclosures, and other communications and to use such information for the purposes set forth in our Privacy Policy. You hereby agree to the use of the Services and your use of the Services, and you agree to use electronically