#### PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE FUNDING FINDER

#### Terms of Use

#### Who we are and how to contact us

The Funding Finder is a site operated by The Data Lab. The Data Lab is part of the University of Edinburgh (a registered charity with registration number SC005336) and having our main office at Old College, South Bridge, Edinburgh EH8 9YL.

You can contact us by emailing info@thedatalab.com.

## By using the Funding Finder you accept these terms

These terms of use apply to all use of the Funding Finder. By accessing or using the Funding Finder you agree to these terms. Please therefore review these Terms of Use carefully prior to using the Funding Finder.

If you do not agree to these terms, you must not use the Funding Finder.

There are other terms which also apply to you where you use the Funding Finder, you can find these on the Funding Finder or contact us for a copy:

- Privacy Notice
- Xpand's Acceptable Use police (Xpand is the platform provider)

Please see our Accessibility Policy for information in relation to the Accessibility of the Funding Finder.

# We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our Funding Finder, please check these terms to ensure you understand the terms that apply at that time.

# We may make changes to or suspend or withdraw the Funding Finder

We may update and change the Funding Finder from time to time.

We do not guarantee that our Funding Finder, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Funding Finder for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

# The Funding Finder is for users aged over 18 in the UK

Our Funding Finder is directed to people residing in the United Kingdom. We do not represent that the content available on the Funding Finder is appropriate for use or available in other locations.

You must be over the age of 18 to use the Funding Finder.

### Your account details

You must keep your login password or any other information provided to you as part of our security procedures, confidential. You must not disclose it to any third party or permit any third party access to the Funding Finder via your login. You must not share an account with anyone else.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@thedatalab.com.

### How you may use material on the Funding Finder

We are the owner or the licensee of all intellectual property rights in the Funding Finder, and in the material published on it or in emails generated in relation to it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Funding Finder for your personal use.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Funding Finder must always be acknowledged.

If you print off, copy or download any part of our Funding Finder in breach of these terms of use, your right to use the Funding Finder will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## Do not rely on information on the Funding Finder

All content on our Funding Finder, or in emails generated in relation to the Funding Finder, is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Funding Finder.

Although we make reasonable efforts to update the information on our Funding Finder, we make no representations, warranties or guarantees, whether express or implied, that the content on our Funding Finder is accurate, complete or up to date.

Where the Funding Finder, or emails generated in relation to the Funding Finder, link to other sites and resources or references resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

# Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

• 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 and for fraud or fraudulent misrepresentation.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Funding Finder or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our Funding Finder; or
  - use of or reliance on any content displayed or linked to on our Funding Finder.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

If you are a consumer user:

· We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### Rights you are giving us and other users to use material you upload or permit us to upload

When you upload or post content to our Funding Finder or provide us information to upload, you grant us the following rights to use that content:

- a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the Funding Finder and across different media including to promote the Funding Finder;
- a perpetual, worldwide, non-exclusive, royalty-free, transferable licence for other users to use the content for their purposes.

The software which our Funding Finder is based upon is licensed to us by Xpand Group Ltd. Xpand Group Ltd will access and process content and data uploaded by you for the purposes of providing the Funding Finder.

We are not liable for any use made by users or other third parties of the content on the Funding Finder.

#### We are not responsible for viruses and you must not introduce them

We do not guarantee that our Funding Finder will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Funding Finder. You should use your own virus protection software.

You must not misuse our Funding Finder by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Funding Finder, the server on which our Funding Finder is stored or any server, computer or database connected to our Funding Finder. You must not attack our Funding Finder via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Funding Finder will cease immediately.

### **Linking to the Funding Finder**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Funding Finder in any website that is not owned by you.

Our Funding Finder must not be framed on any other site, nor may you create a link to any part of our Funding Finder other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Funding Finder other than that set out above, please contact info@thedatalab.com.

## Jurisdiction and governing law

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by Scottish law. You and we both agree that the courts of Scotland will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of England and Wales, you may also bring proceedings in the courts of England and Wales.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Scotlish law. We both agree to the exclusive jurisdiction of the courts of Scotland.