

Terms and Conditions

IMPORTANT NOTICE: YOU MUST CAREFULLY READ AND THEN AGREE TO THE TERMS AND CONDITIONS SET OUT BELOW BEFORE ACCESSING AND USING THE WEBSITE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE WEBSITE.

Information About Us

[www.stvsales.tv ("our site")] is a website operated by STV central limited and its associated companies (collectively "we" or "us"). We are registered in the UK under company number SC172149 and have our registered office at Pacific Quay, Glasgow, G51 1PQ.

Terms and Conditions

These terms and conditions (the "Terms and Conditions") tell you the terms of use on which you may make use of our site whether as a guest or a registered user.

Certain uses of the Website require registration. By registering with the Website, you are deemed to have accepted these Terms and Conditions. These Terms and Conditions ought to be read in conjunction with the terms and conditions contained in the [Privacy Policy](#), where appropriate.

We reserve the right to change these Terms and Conditions, and any other terms and conditions contained elsewhere on the Website, at any time. It shall be your responsibility to check regularly to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site. If you do not agree to any changes that we have made, you should stop accessing the Website immediately.

Disclaimer

The Website is provided to you on an "as is" and "as available" basis without any representation, endorsement or warranty of any kind, express or implied (by law or otherwise). Accordingly, to the maximum extent permitted by law, we exclude all representations, warranties, conditions and other terms. Specifically, we do not warrant: (1) that any functions on the Website will be uninterrupted or error free; (2) that the information on the website is correct, accurate and complete; or (3) that the Website or the server that makes it available, are free from bugs, defects or viruses.

Registration

If you choose to register on this Website, you will be asked to enter a username and password ("Log-in details"). You are responsible for maintaining the confidentiality of these Log-in details and must not allow anyone else to use these Log-in details. You must not do anything which would assist anyone who is not a registered user of the Website to gain access to those parts accessible only to registered users. You must not maliciously create additional accounts for the purpose of abusing the functionality of the Website, or other users nor pass yourself off as another user.

When using our site, you must comply with the provisions of our content standards (see below).

You must immediately inform us of any unauthorised use of your Log-in details. This can be done by contacting us at yourview@stv.tv or at Your View, STV central limited, Pacific Quay, Glasgow, G51 1PQ.

Uploading Material To Our Site

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out below. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

You warrant that your Contribution is original to you and will at all times comply with the Content Standards stated below. You confirm that you have the right to give us permission to use your Contribution for the purposes specified above and that you have obtained the consent of anyone who is identifiable in it, or their parent or guardian if they are under 16 years of age. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

You confirm that we may contact you for verification or administrative reasons in relation to your Contribution.

By submitting your contribution you hereby grant us a royalty-free, irrevocable, perpetual, worldwide licence for us to use or authorise others to use your Contribution as necessary to facilitate the provision of the services offered on the Website. You also hereby waive any moral rights you may have in your Contribution.

You shall remain solely responsible for the content of profiles, postings, messages and other materials you may upload to our Website. If you would like to make a complaint about anything on the Website or find offensive material being posted on the Website please email us at yourview@stv.tv. We will remove offending messages where appropriate.

While we do not moderate content, and are not responsible for the content of any message or materials on our Website, we reserve the right, but are not obliged, to delete, move or edit messages or materials, including without limitation Contributions (as defined below), profiles, postings and messages that we in our sole discretion deem to violate these Terms and Conditions, or otherwise deem to be unacceptable.

Content Standards

The following content standards apply to any and all material which you contribute to our Website (“Contributions”), and to any interactive services associated with our Website. You must comply with the spirit of the following standards which apply to each part of any Contribution you may make 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, trade mark or other intellectual property right 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.
- Be used for the purpose of harming or attempting to harm minors in any way.
- Contain any unauthorised advertising or promotional materials.
- 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.
- Contain 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.

Reliance on Information Posted

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. The views, expressions and opinions appearing on any interactive portion of the Website are the views, expressions and opinions of the contributors to our Website and are not the views, expressions and opinions of us as operator of the Website. We therefore disclaim all liability and responsibility arising from any reliance placed upon such materials by any visitor to our site, or by anyone who may be informed of any of its content.

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Liability

In no event shall we be liable for any claims, penalties, loss, damage or expenses, howsoever arising, out of or in connection with your use of the Website, including, without limitation, direct or indirect loss, consequential loss or damage, loss of profit or goodwill, loss of data, loss arising from use or inability to use the Website, loss arising from any errors or omissions in the Website as a result of breach of contract, negligence, delict.

Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury caused by negligence or for any liability which cannot be excluded or limited under applicable law.

Indemnity

You will indemnify and defend us against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of these Terms and Conditions or any use of the Website.

Intellectual Property Rights

Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by us or by our licensors.

You may view or download any part of the Website for private purposes, but you are not permitted, without our permission, to:

- store the Website, or any part of the Website, for any other purpose;
- print copies of the Website, or any part of the Website, for any other purpose;
- reproduce copy or transmit the Website, or any part of the Website, in any way, for any other purpose or in, and/or, to any other medium. All other rights which are not specifically granted are reserved.

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

You must not use any part of the materials on our site for commercial purposes without obtaining a license to do so from us or our licensors.

Breach of Terms and Conditions

We will determine, at our absolute discretion, where there has been a breach these Terms and Conditions through your use of our Website. When a breach has occurred, we may take such action as we deem appropriate which may include all, or any, of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Website.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our Website.
- 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 by us in response to breaches of these Terms and Conditions.

The responses described in these Terms and Conditions are not limited, and we may take any other action we reasonably deem appropriate.

Service Access

While we endeavor to ensure that the Website is normally available 24 hours a day, we shall not be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

Links to Third Party Website

The Website contains links (the “Links”) to websites operated by parties other than us (“Third Party Websites”). We do not control Third Party Websites, and are not responsible for their content or for any loss or damage that may arise from your use of them. The inclusion of the Links does not imply any endorsement of any products, information, materials or services offered or provided on Third Party Websites, or any association with their operators.

You are solely responsible for evaluating the integrity of the operators of any Third Party Websites; the accuracy and completeness of any information contained on them, and the value and authenticity of any goods or services offered through them. Note that when you follow a Link to a Third Party Website you are leaving our Website and we give no guarantee that the Third Party Website will be available or is free from bugs, defects or viruses. We accept no liability with respect to any of the products, information, material or services offered or provided by any persons or other organisations listed on, or linked to, the Website.

Should you decide to contract with any such person or organisation, the contract will be directly between you and that other party. We will have no contractual involvement, and will not be liable to you in contract or otherwise for any losses or damages that you suffer in relation to and as a result of products, information, materials or services provided to you by any of these organisations.

Links from Third Party Websites

You may only create a link to the Website subject to our prior written consent.

Severability

If and in so far as any part or provision of the Terms and Conditions is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of the Terms and Conditions and the remaining provisions of the Terms and Conditions shall continue in full force and effect.

Privacy

We process information about you in accordance with our **Privacy Policy**. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Waiver

No waiver by us of any breach by you of any of these Terms and Conditions shall constitute a waiver of any other breach, and no failure to exercise or partial exercise by us of any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy in part or in full.

Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with Scots law. All disputes arising from them shall be submitted to the exclusive jurisdiction of the Scottish courts.

If you have any queries about these Terms and Conditions, you may contact us by e-mail at yourview@stv.tv or at Your View, STV central limited, Pacific Quay, Glasgow, G51 1PQ.

Trading Terms and Conditions

STV Airtime Terms and Conditions [Version November 2011]

STV Deal Memorandum for Airtime Sales [Version November 2011]

STV The Sale of Digital Advertising Space Terms and Conditions [Version November 2011]

STV Sponsorship Terms and Conditions [Version November 2011]

Version: November 2011