



HOME LOG BOOK MEMBERSHIP

TERMS AND CONDITIONS

You agree that when you proceed with your application for membership of the HOME LOG BOOK via the HOME LOG BOOK website at www.homelogbook.co (the "Site") that a contract will be created between you and us on the terms (the "Terms") set out below. References to "we", "our" and "us" are references to Etive Technologies Limited (Co. Reg. No. SC407510), a company incorporated in Scotland with its registered office at 5th Floor, 125 Princes Street, Edinburgh EH2 4AD and which operates Home Log Book. "HOME LOG BOOK" is a registered trade mark of Etive Technologies Limited. References to "you" and "your" are references to the individual in respect of whom membership of the HOME LOG BOOK is being applied for.

1 THE HOME LOG BOOK SERVICE

- 1.1 We shall, subject to these Terms, provide you with access to our online HOME LOG BOOK to enable you to input information about your property (as detailed by you in the application process) (hereinafter the "Property") to enable you to log and maintain a comprehensive service history which can be used when you come to let out and/or sell the Property. The information that can be logged against the Property in the Home Log Book includes without limitation all planning consents, building certificates, guarantees, warranties, seller's property information, property condition reports and other information in respect of work carried out on your property (hereinafter the "Information").
- 1.2 Please note that the log entries of Information for the Property in the HOME LOG BOOK (hereinafter the "Log Entry") shall transfer with ownership of the Property. This means that when you sell the Property (or if the property owner dies or becomes insolvent, and where title is then transferred as a result) the new owner shall take over access to the Log Entry for the Property (provided they accept our membership terms and conditions) and the online access to the Log Entry by the previous owner shall be restricted. During your period of membership and ownership of the Property you are entitled at any time to print off hard copies of the Log Entry for your personal records and for use in connection with the letting and sale of the Property and you can retain these copies after your online access to the Log Entry is restricted (when the Property is transferred to a third party or you cease to be a member of HOME LOG BOOK).
- 1.3 Please note that subject to these Terms and you remaining the owner of the Property, access to the Log Entry for the Property (and the related services that come with HOME LOG BOOK membership) is provided for as long as you continue your membership with us. Your membership with us may be terminated by you at any time in accordance with Clause 8 below.
- 1.4 We may revise these Terms at any time by amending this page. We will notify you of any changes to these Terms by email or writing and/or by posting a notice on the HOME LOG BOOK website. By continuing to use the HOME LOG BOOK service after changes to these Terms are made and notified to you, you agree to be bound by such changes.
- 1.5 We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

2 YOUR OBLIGATIONS TO US

- 2.1 You acknowledge and warrant to us that the details provided by you as part of your HOME LOG BOOK membership application process are correct and accurate.
- 2.2 In consideration of membership (as a member of HOME LOG BOOK) you agree to:-
 - 2.2.1 comply with these Terms;
 - 2.2.2 input into the Log Entry for the Property only Information which is true, accurate and not misleading;



- 2.2.3 amend and correct any Information in the Log Entry for the Property that you discover is false, inaccurate or misleading;
 - 2.2.4 employ adequate security measures in order to protect your personal log-in code from access by third parties and against unauthorised use; and
 - 2.2.5 inform us when you sell or otherwise transfer title in the Property to a third party.
- 2.3 You agree that in using our online Home Log Book you will not knowingly:
- 2.3.1 email, transmit, publish, upload, link to or otherwise disseminate any information, data or document (including text, photographs or other images) which is false, misleading, defamatory, libelous, obscene, in breach of any right of confidence, copyright or other intellectual property or other rights, vulgar or indecent or may have the effect of being harmful to minors or others, harassing, threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability, or that is illegal or gives rise to any civil liability or which damages our reputation or the reputation of any of our affiliates, partners, sponsors or their affiliates;
 - 2.3.2 transmit, upload, publish or otherwise disseminate personal data regarding any other person, including without limitation, their email address or other contact details that would enable any third person to contact such person other than using information made publicly available by such person (and if necessary you should take care to blank these personal details out before the relevant information is transmitted, uploaded, published or otherwise disseminated);
 - 2.3.3 transfer, upload, share or otherwise disseminate files that contain viruses, trojans, worms or other harmful programs, code or files;
 - 2.3.4 use our online Home Log Book in any way that may lead to the encouragement, procurement or carrying out of any criminal activity; or
 - 2.3.5 use our online Home Log Book to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- 2.4 You warrant that any such contribution does comply with the above standards, and you will be liable to us and indemnify us for any breach of that warranty.
- 2.5 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. 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. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at enquiries@propertlogbook.co.uk.

3 NO MEMBERSHIP CHARGES

- 3.1 Please note that there are no membership fees or charges for being granted access to the HOME LOG BOOK.
- 3.2 We do expressly reserve the right to introduce membership fees in the future; however we shall give you prior notice by email or writing of any proposed introduction or increases to the membership fees in the future and give you the opportunity to terminate your membership with us should you prefer not to pay any such fees.

4 NO VERIFICATION

- 4.1 Please note that we do NOT verify or guarantee any of the Information contained in the Log Entry against any property.
- 4.2 If you are purchasing a property and it already has a Log Entry on HOME LOG BOOK, you should take care to carry out such checks as you see fit to satisfy yourself about the accuracy of the Information for that property. As part of the purchasing process we would also recommend that you require the seller to warrant that the Information contained in the Log Entry for that property is true and accurate to the best of the knowledge and belief of the seller. Remember you may be required to do the same when you come to sell the same property in the future.

5 DISCLOSURE OF DATA & PRIVACY STATEMENT

- 5.1 You acknowledge that as part of the HOME LOG BOOK service that we and certain third parties (who we are permitted to disclose to) can use and process your personal details and Information, all in accordance with our Privacy Statement as posted on the HOME LOG BOOK website from time to time (click here to read). By accepting these Terms you hereby accept the terms of our Privacy Statement and the use of your personal details and Information in accordance therewith. Please note that this is a key condition of your use of the HOME LOG BOOK service that should you at any time in the future withdraw your consent to such use of your personal details and Information in accordance with our Privacy Statement, then we shall be entitled to immediately restrict your access to the HOME LOG BOOK service and terminate your membership.
- 5.2 While we will endeavour to take steps to ensure that your personal details and Information is processed by us in accordance with the Privacy Statement on our website, we make no guarantee, warranty, representation or undertaking about the collection, processing or disclosure of your personal details or Information by third parties who obtain your details from us pursuant to Clause 5.1.

6 INFORMATION ENTERED INTO THE LOG ENTRY

Please note that the success of the HOME LOG BOOK service is based on the Log Entry for a Property transferring with ownership of the Property and enabling a new owner to add his or her own Information to the Log Entry (as detailed in Clause 1.2 above). By accepting these Terms you hereby agree that we and our successors and assignees are granted a perpetual right to Use all Information in the Log Entry that you are granted access to and that we can make this Information available to all future owners of the Property, all relevant professional advisors and all strategic partners, survey and research organisations, companies and other individuals and organisations whom we employ from time to time to perform functions in certain situations on our behalf. "Use" for the purposes of this Clause 6 means "copy, upload, download, transfer, correct, amend, edit, modify or otherwise use".

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 7.2 You may print off COPIES, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 7.3 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.
- 7.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 7.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 7.6 If you print off, copy or download any part of our site in breach of these Terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8 TERMINATION

- 8.1 Your membership may be terminated by us immediately (i) if you commit a breach of any term of these Terms or (ii) if you withdraw your consent to the use of your personal details and Information on the basis set out in Clause 5.1 above.
- 8.2 Your membership may be terminated immediately if you have become apparently insolvent, are unable to pay your debts or are declared bankrupt or called a meeting of or compounded or negotiated for any composition with or entered into any arrangement with your creditors or an individual voluntary arrangement or if a judicial factor, trustee, receiver or official assignee shall have been appointed over your estate or in the event of your death.
- 8.3 Your membership may be terminated by either you or by us at any time by giving notice to the other party.
- 8.4 In the event that your membership is terminated for whatever reason you acknowledge and agree that in



the event of such termination, your membership with HOME LOG BOOK shall be automatically terminated and that any membership fees paid to us shall not be repaid (save where we might terminate for no cause pursuant to Clause 8.3).

- 8.5 Any termination of your membership pursuant to this Clause 8 shall be without prejudice to any other rights or remedies either you or us may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either you or us. The provisions of Clauses 5, 6, 8, 9.1, 9.2, 9.3, 9.6 and 9.7 shall survive termination or expiry of this agreement, however and whenever occurring.
- 8.6 In the event that we terminate your membership, we reserve the right to prevent you from re-applying to become a member of HOME LOG BOOK.

9 LIMITATION OF LIABILITY

- 9.1 Neither we nor you exclude or limit our liability in respect of the death of, or personal injury caused to, any person by negligence, or for fraudulent misrepresentation by either you or us or any other liability which by law neither you or us can limit or exclude.
- 9.2 Save as excluded by clause 9.1, we shall not be responsible for any loss or damage howsoever arising resulting from:
- i. any Information contained in any Log Entry not being accurate or true, except where the information has been input by us, our successors and assignees or any professional advisor, strategic partner, survey or research organisation, company or other individual or organization employed by us;
 - ii. use of, or inability to use, our site;
 - iii. use of or reliance on any content displayed on our site;
 - iv. loss of profits, sales, business, or revenue;
 - v. any indirect or consequential loss;
 - vi. damage to your personal property;
 - vii. loss of money or savings;
 - viii. any corrective repairs to or work to be carried out in connection with your property;
 - ix. any loss or misuse of your personal details or Information by a third party; or
 - x. third party claims against you.
- 9.3 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.
- 9.4 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 9.5 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

10 VIRUSES

- 10.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 10.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
- 10.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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 site will cease immediately.

11 GENERAL

- 11.1 **Transfer and Sub-Contracting:** None of the rights or obligations of either you or us may be transferred, assigned or novated to any other person without the prior written consent of you or us (as applicable) provided always that nothing shall prevent us from delegating the performance of certain functions in whole or in part as otherwise provided in these Terms.
- 11.2 **Notices:** Your address and email address shall be as given to us in your application for membership, our address shall be Etive Technologies Limited, 125 Princes Street, Edinburgh EH2 4AD and our email address shall be enquiries@propertylogbook.co.uk. All notices to be given under these Terms must be either in writing or by electronic mail and sent to the last notified address of the recipient, or any other address which the recipient may subsequently advise the other in writing or by electronic mail.
- 11.3 **Severability:** If any of provision of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect; declaring that in the event of any such severance, we and you shall negotiate in good faith with a view to replacing the provisions so severed with legal and enforceable provisions that have similar economic and commercial effect to the provisions so severed.
- 11.4 **Force Majeure:** We shall not in any circumstances be liable to you for any loss of any kind whatsoever, including, but not limited to, any damages, whether directly or indirectly caused to or incurred by you by reason of any failure or delay in the performance of our obligations hereunder which is due to an event beyond our reasonable control ("Force Majeure Event"). Notwithstanding the foregoing, we shall use all reasonable endeavors to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure Event.
- 11.5 **Waiver:** No waiver by us of any of the provisions of these Terms shall be effective unless it is expressly stated to be a waiver and communicated by us to you in writing or by electronic mail. Subject to the foregoing sentence, no delay or failure by us in exercising or enforcing any of our rights or remedies under these Terms will prejudice or restrict our rights, nor will any waiver of rights by us operate as a waiver of subsequent rights.
- 11.6 **Law & Jurisdiction:** These Terms shall be governed according to the laws of Scotland and shall be subject to the non-exclusive jurisdiction of the Scottish Courts, to which jurisdiction both we and you hereby irrevocably submit.
- 11.7 **Third Party Rights:** Subject to Clause 9.1, this agreement is between you and the Company. No other person shall have any rights to enforce any of its terms.
- 11.8 **Agency:** Nothing in these Terms shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between us and you.
- 11.9 **Statutory Rights:** Nothing in these Terms shall be construed as affecting your statutory rights as a consumer.