

Go Borders app terms and conditions

Please read the following carefully before using the app.

By accepting these "Terms" you expressly acknowledge and agree that you are entering into a legal agreement with the organisation (Scottish Borders Council, a local authority incorporated under the Local Government etc. (Scotland) Act 1994, having its principal offices at Council Headquarters, Newtown St Boswells, Melrose, TD6 0SA) making this App available (hereinafter referred to as the "Licensor", "we", "us" or "our"), and have understood and agree to comply with, and be legally bound by, the terms and conditions of this Terms of Use ("Terms").

1. Ability to Accept.

By installing the App you confirm that you are over eighteen (18) years old. If you are under eighteen (18) years old, you confirm that, prior to installing the App, you have reviewed this Agreement with your parent or guardian to make sure that you and your parent or guardian understand its terms and conditions and agree to them.

2. App Licence.

Subject to the terms and conditions of this Terms, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable licence ("Licence") to:

- (i) download, install and use the App on a mobile telephone, tablet or device (each a "Device") that you own or control;
- and (ii) access and use the App on that Device in accordance with this Agreement and any applicable Usage Rules (defined below).

3. Licence Restrictions.

You agree not to, and shall not permit any third party to:

- (i) sublicense, redistribute, sell, lease, lend or rent the App;
- (ii) make the App available over a network where it could be used by multiple devices owned or operated by different people at the same time; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the App;
- (iv) copy (except for back-up purposes), modify, improve, or create derivative works of the App or any part thereof;
- (v) circumvent, disable or otherwise interfere with security-related features of the App or features that prevent or restrict use or copying of any content or that enforce limitations on use of the App;
- (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the App;

- (vii) use any communications systems provided by the App to send unauthorized and/or unsolicited commercial communications;
- (viii) use our logo or trademarks without our prior written consent.

4. Intellectual Property.

4.1 Ownership.

The App is licenced and not sold to you under this Terms and you acknowledge that the Licensor and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to the App (and its related software). We reserve all rights not expressly granted herein to the App.

4.2 Content.

The content on the App (other than your personal data), including without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (the "Materials"), and the User is the property of the Licensor and/or its licensors, and may be protected by applicable copyright or other intellectual property laws and treaties

4.3 Usage Rules.

The content on the App is provided to you "as is" for your personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licenced, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the content you must retain all copyright and other proprietary notices contained therein.

5. Your Privacy

5.1 We may only use any personal data we collect through your use of the App in the ways set out in our [privacy policy](#).

Android Users: Play store reams also apply

The way in which you can use the App may also be controlled by the [Google Play Store rules and policies](#)

Apple Users: App store terms also apply

The way in which you can use the App may also be controlled by the [App Store rules and policies](#)

5.2 We may collect technical data about the device by using the App, you agree to us collecting and using technical information about the devices you use the App in and related software, hardware and peripherals to improve our products and to provide any services to you.

5.3 We may collect location data (but you can turn location services off) Certain services, will make use of location data sent from your devices. You

can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use these services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services. You may stop us collecting such data at any time by turning off the location setting on your device.

6. Third Party Software.

The App enables you to view, access, link to, and use content from Third Party Sources that are not owned or controlled by us ("Third Party Content"). The App may also enable you to communicate and interact with Third Party Sources. "Third Party Source(s)" means: (i) third party websites and services; and (ii) our partners and customers. We are not affiliated with and have no control over any Third-Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third-Party Sources. Please read the terms of use and privacy policy of any Third-Party Source that you interact with before you engage in any such activity.

7. Term and Termination.

The Terms are effective until terminated by us or you. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the App; and/or (ii) terminate this Terms and your use of the App with or without cause and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the App in any way, your only recourse is to immediately discontinue use of the App.

8. Changes to these Terms.

We may need to change the Terms to reflect changes in law or best practice or to deal with additional features which we introduce. We will give you reasonable notice of any change by sending you a push notification with details of the change or notifying you of a change when you next start the App. If you do not accept the notified change you will not be permitted to use new versions of the App.

9. Updates to the App.

From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

10. Our responsibility for Loss or Damage suffered by you.

10.1 We do not warrant that the App will operate error-free, that all content on the App will be accurate, that the App is free of viruses or other harmful code or that we will correct any errors in the App. You agree that neither we or any third party will be held responsible for any consequences to you that may result from technical problems, including without limitation, in connection with the internet (such as slow connections, traffic congestion or overload of our servers or others) or any telecommunications or internet providers.

10.2 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

10.3 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 or for fraud or fraudulent misrepresentation.

10.4 When we are liable for damage to your property.

If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

10.5 We are not liable for business losses.

The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.6 Limitations to the App.

The App is provided for general information and citizen access to council services purposes only. It does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

10.7 Please back-up content and data used with the App.

We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

10.8 Check that the App is suitable for you.

The App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the Google Play Store or Apple App Store meet your requirements. 10.9 We are not responsible for events outside our control. If our provision of the Services or support for the App is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us

11. Acceptable Use Restrictions

You must:

- (i) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- (ii) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licenced by these terms);
- (iii) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service; (iv) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

12. No Rights For Third Parties.

This Agreement does not give rise to any rights under the Contracts (Third Party Rights) (Scotland) Act 2017 to enforce the Terms.

13. If a Court Finds Part of These Terms Illegal, the Rest Will Continue in Force.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14. Even if We Delay in Enforcing This Terms, We Can Still Enforce it Later.

Even if we delay in enforcing these Terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under

these terms, or if we delay in taking steps against you in respect of your breaking this Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

15. Which Laws Apply to This Contract and Where You May Bring Legal Proceedings.

These terms are governed by Scots law and you can bring legal proceedings in respect of the products in the Scottish courts.

16. Complaints Process.

We value complaints and use information from them to help us improve our services. If something goes wrong or you are dissatisfied with our services, please tell us. We regard a complaint as any expression of dissatisfaction about our action or lack of action, or about the standard of service provided by us or on our behalf. Anyone can make a complaint to us, including the representative of someone who is dissatisfied with our service. Find out about [our complaints procedure, service standards and what you can expect from us.](#)