



CANDO.SCOT Terms & Conditions and Privacy & Cookies Policy

Terms & Conditions

Entrepreneurial Scotland (ES), the custodian of the 'Scotland CAN DO' (CAN DO) brand and associated assets, is a company registered in Scotland. Registered number: SC483869
Registered office: Inovo, 121 George Street, Glasgow, G1 1RD. VAT Number 659194787

Terms & conditions governing the use of the CAN DO website:

1. Use of CAN DO Website
2. Changes to Terms & Conditions

1. Use of the CAN DO Website

Your access to and use of ww.cando.scot ("the Website") is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

A. Privacy & Copyright

We take your privacy seriously and we understand you would wish to know how we use the information we collect from your use of the ES site. Please see our Privacy Policy which forms a part of these Terms and Conditions. We hold all data in accordance with the General Data Protection Regulation (GDPR).

All copyright, trademarks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to ES or otherwise used by ES as permitted by law.

In accessing the CAN DO website you agree you will access the content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed.

B. Advice

The contents of the Website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

C. Changes to website



ES reserves the right to change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that ES shall not be liable to you for any such change or removal. ES reserve the right to change these Terms and Conditions at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change. Information about changes to terms and conditions can be requested by emailing cando@entrepreneurialscotland.com

D. Links to third party websites

The Website includes links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

E. Disclaimers and limitation of liability

The Website is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, Entrepreneurial Scotland will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

Entrepreneurial Scotland makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of Entrepreneurial Scotland for death or personal injury as a result of the negligence of Entrepreneurial Scotland or that of its employees or agents.

F. Indemnity

Whilst we endeavour to ensure that information on the cando.scot website is correct, we shall not be liable for any damages arising from the use or inability to use the cando.scot website or any information contained on it or from any action or decision taken because of using the website or any such information.

You agree to indemnify and hold Entrepreneurial Scotland and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Entrepreneurial Scotland



arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

To the maximum extent permitted by applicable law we disclaim liability for all implied or statutory warranties and conditions. To the maximum extent permitted by applicable law, in no event shall we, nor our employees, affiliates, agents or other representatives, be liable for any special, indirect or consequential damages whatsoever including without limitation damages for loss of profits, loss of confidential or other information, business interruption arising from or in connection with the use of the EntrepreneurialScotland.com site or otherwise in connection with the provision of goods and services under these Terms and Conditions. We do not exclude liability for death or personal injury.

G. Termination

We may terminate your use of the cando.scot website at any time without notice if we deem that you have breached these Terms and Conditions.

Changes to Terms & Conditions

ES is free to unilaterally change the terms and conditions without giving further notice to the individual website user. Such changes will, unless otherwise stated, take immediate effect. ES will publish changes to the terms and conditions on cando.scot. However, users are responsible for keeping themselves updated in relation to any changes in our terms and conditions.

Privacy & Cookies Policy

Entrepreneurial Scotland (ES), has been contracted by the Scottish Government to operate as the new custodians of the 'Scotland CAN DO' (CAN DO) brand and associated assets, including this website, cando.scot. ES is committed to upholding your privacy as a valued user of this website. Any personal data about you that we collect, process or use ('Data') is held securely and treated in accordance with this Policy. Whenever you give us Data, you are consenting to its collection and use as explained in this Policy, including our use of 'cookies'.

At Entrepreneurial Scotland, we're committed to protecting and respecting your privacy.

This Policy explains when and why we collect personal information about you, how we use it, the conditions under which we may disclose it to others and how we keep it secure.

We may change this Policy from time to time so please check this page occasionally to ensure that you're happy with any changes. By using our website, you're agreeing to be bound by this Policy. If you have any questions regarding this Policy and our privacy



practices, please email us at info@EntrepreneurialScotland.com or by writing to us Entrepreneurial Scotland, Inovo, 121 George Street, Glasgow, G1 1RD. Alternatively, you can telephone +44 (0)141 444 7159.

Who are we?

Entrepreneurial Scotland is a private limited company (Company Number SC478348) wholly owned by Entrepreneurial Scotland (Group) Limited. Entrepreneurial Scotland (Group) Limited is a private company limited by guarantee (Company Number SC478348). The Entrepreneurial Scotland Foundation is a registered charity limited by guarantee (Company Number SC332951, Registered Charity Number SC038858). Entrepreneurial Scotland is the custodian of the 'Scotland CAN DO' brand and associated assets.

How do we collect information from you?

We obtain information about you when you use or interact with this website, for example, when you contact us to request that an organisation/service/programme/event or other is listed on the website, or when you ask for more information about CAN DO or contact us to provide feedback about the website.

What type of information is collected from you?

We collect different information about you depending on how you interact with us.

Website users submitting enquiries and/or offering feedback

When you submit an enquiry or offer feedback via the 'Get in touch' mailing option, you provide us with your name, email address, and information describing your enquiry or feedback. We also hold information about your data preferences.

Enterprise or Innovation support organisations

If you have emailed canod@entrepreneurialscotland.com to request that information about your organisation/programme/network/event or other is listed on the CAN DO directory; you provide us with personal data such as your name, email address, job title and information required to process your request. As your relationship with us progresses, we collect other information such as if the enterprise or innovation support organisation you represent is actively using the CAN DO branding to promote its support services, or if you/the organisation has expressed an interest to. We also hold information about your data preferences.

How is your data used?



We manage a marketing programme which means we use your data to communicate with you through several different channels, including email, phone, post and where you have followed us – social media.

We may use your data to:

- process web forms or applications that you have submitted via the cando.scot website;
- send you information about CAN DO and associated events;
- invite you to participate in surveys or events;
- seek your views or comments on the services we provide;
- notify you of changes to our services;
- send you communications which you have requested, or we believe may be of interest to you. These may include information about campaigns, or other activities, promotions of our associated services;

Information gathered through our surveys will be researched and compiled on an aggregated basis and results may be published on cando.scot or elsewhere. Such results will not identify you unless you have expressly granted us permission. The information helps us formulate our policy positions and to monitor or improve our products or services.

Who has access to your information?

Everyone in Entrepreneurial Scotland can access your data via Salesforce. We will not:

- sell or rent your information to third parties; or
- share your information with third parties for marketing purposes.

Third Party Service Providers working on our behalf:

We may pass your information to our third-party service providers, agents, subcontractors and other associated organisations for the purposes of completing tasks and providing services, products or facilities to you on our behalf (for example to send you mailings). However, when we use third party service providers, we disclose only the personal information that is necessary to deliver the service and we have a contract in place that requires them to keep your information secure and not to use it for their own direct marketing purposes. Please be reassured that we will not release your information to third parties for them to use for their own direct marketing purposes, unless you have requested us to do so, or we are required to do so by law, for example, by a court order or for the purposes of prevention of fraud or other crime.

Third Party Product Providers we work in association with:



We work closely with various third-party product providers to bring you a range of quality and reliable products and services. When you enquire about or purchase one or more of these products, the relevant third-party product provider will use your details to provide you with information and carry out their obligations arising from any contracts you have entered with them. In some cases, they will be acting as a data controller of your information and therefore we advise you to read their Privacy Policy. These third-party product providers will share your information with us which we will use in accordance with this Privacy Policy.

The partners we work with can be found on our website www.entrepreneurialscotland.com/connecting

Other marketing communications may invite you to participate in surveys sponsored by third parties. These third parties will have been specially selected by us and third-party Promotions will not result in your Data coming into the third party's possession unless you give separate consent to this occurring, for example if you participate in a survey or prize draw or subsequently place an order with the third party. In that event please check notices supplied by that third party for information as to how they will make use of your Data.

We may transfer your personal information to a third party if we are under a duty to disclose or share your personal data to comply with any legal obligation or to enforce or apply our terms of use or to protect the rights or property. However, we will take steps with the aim of ensuring that your privacy rights continue to be protected.

Your choices

You have a choice about whether you wish to receive marketing from us. If you do not want to receive marketing communications from us about the vital work, we do and our exciting products and services, then you can "opt out" by emailing cando@entrepreneurialscotland.com. Please note that this may also mean that you do not receive relevant updates about CAN DO activity. We will not contact you for marketing purposes by email, phone or post if you have opted out.

You can change your marketing preferences at any time by contacting us by email: canod@entrepreneurialscotland.com

How you can access and update your information

The accuracy of your information is important to us. If at any time you want to verify, update or amend any Data we hold about you or if you become aware of possible errors or inaccuracies in that Data, please email cando@entrepreneurialscotland.com

You also have the right to ask for a copy of the information that we hold about you by emailing cando@entrepreneurialscotland.com.

Security precautions in place to protect the loss, misuse or alteration of your information

When you give us personal information, we take steps to ensure that it's treated securely. Any sensitive information (such as credit or debit card details) is encrypted and sent using a Secure Socket Layer (SSL) connection, ensuring details cannot be intercepted and read. When you are on a secure page, a lock icon will appear on the bottom of web browsers such as Microsoft Internet Explorer.

Non-sensitive details (your email address etc.) are transmitted normally over the Internet, and this can never be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk. Once we receive your information, we make our best effort to ensure its security on our systems. Where we have given (or where you have chosen) a password which enables you to access certain parts of our websites, you are responsible for keeping this password confidential. Please don't share your password with anyone.

Profiling

We may analyse your personal information to create a profile of your interests and preferences so that we can contact you with information relevant to you. We may make use of additional information about you when it is available from external sources to help us do this effectively.

How we use cookies

Like many other websites, our website uses cookies. 'Cookies' are small pieces of information sent by an organisation to your computer and stored on your hard drive to allow that website to recognise you when you visit. They collect statistical data about your browsing actions and patterns and do not identify you as an individual. For example, we use cookies to add in. This helps us to improve our website and deliver a more personalised service.

What types of cookies are there?

Broadly, there are 4 types of cookie:

- **Strictly necessary cookies** – are essential to make a website work and enable features such as accessing your account or booking an event; many of the functions on our website will not work properly, or at all, if you do not allow these cookies to be used.
- **Performance cookies** – collect anonymous information about you for assessing the performance of a website. Common uses include well-known web analytics tools such as 'Google Analytics'. The information is solely used to improve how our website works.

- **Functionality cookies** – automatically remember choices that you have previously made to improve your experience next time you visit a website. For example, where you select preferred settings and layout. The information these cookies collect may be anonymised and they cannot track your browsing activity on other websites.
- **Targeting or Advertising cookies** – are like performance cookies, in that they collect information about users' behaviour. However, this information is used at individual user level to advertise products and services to users based on the behavioural information collected.

Other third-party cookies

A cookie is classed as being first party if it is set by the site being visited. However, a third-party cookie is issued by a different server to that of the domain being visited. It could be used to trigger a banner advert based on the visitor's viewing habits or for analytical purposes. For example, when visiting a page with content embedded from YouTube, Google or Facebook. These service providers may set their own cookies on your web browser. Such anonymous cookies may be set by that third party to track the success of their application or to customise their application to you

How to manage cookies

Most browsers allow you to turn off cookies. To do this, look at the 'help' menu on your browser or visit <http://www.allaboutcookies.org/> to find out how to configure these settings on several major browsers. Switching off cookies may restrict your use of our website and/or delay or affect the way in which it operates.

You can find information about how you can specifically opt out of Google's use of cookies by visiting Google's Ads Settings.

Links to other websites

Our website contains links to other websites run by other organisations. This policy applies only to our website, so we encourage you to read the privacy statements on the other websites you visit. We are not responsible for the privacy policies and practices of other sites even if you access them using links from our website.

In addition, if you linked to our website from a third-party site, we cannot be responsible for the privacy policies and practices of the owners and operators of that third-party site and recommend that you check the policy of that third-party site.

Where are you sending my data

As part of the services offered to you through this website, the information which you provide to us may be transferred to countries outside the European Union ("EU"). By way of



example, this may happen if any of our servers are from time to time located in a country outside of the EU. These countries may not have similar data protection laws to the UK. By submitting your personal data, you're agreeing to this transfer, storing or processing. If we transfer your information outside of the EU in this way, we will take steps to ensure that appropriate security measures are taken with the aim of ensuring that your privacy rights continue to be protected as outlined in this Policy.

If you use our services while you are outside the EU, your information may be transferred outside the EU to provide you with those services.

How long do we keep your data?

We regularly review our retention periods for personal information. We are legally required to hold some types of information to fulfil our statutory obligations (for example the collection of Gift Aid). We will hold your personal information on our systems for as long as is necessary for the relevant activity, or if it is set out in any relevant contract you hold with us. We keep this Policy under regular review. This Policy was last updated in December 2018.