

## **Terms and Conditions – NatureScot’s Natural Capital Tool**

### **1. Introduction**

By accessing and using this service, you agree to these Terms and Conditions which outline your rights and responsibilities as a user. If you do not agree to these terms, you will not be able to use this service.

### **2. Definitions**

- "Tool" refers to the web platform referred to as the Natural Capital Tool or NCT.
- "User" refers to any individual submitting data through the tool.
- "Data" refers to any information submitted by users into the tool.

### **3. Acceptance of Terms and Conditions**

By using this tool, you confirm that you:

- Have read, understood and agree to these Terms and Conditions
- Consent to data collection, storage, and use within the Privacy Statement as described.

NatureScot reserves the right to update these terms, and changes will be communicated via the tool or email.

### **4. Data Submission and Use**

- As Data Controller, NatureScot assumes responsibility for the management of the data submitted by users throughout its lifecycle.
- NatureScot may only use and share the data in accordance with the Privacy Statement.

### **5. Privacy and Data Protection**

- NatureScot complies with UK GDPR and UK Data Protection Act to protect personal data.
- NatureScot may use and share data in accordance with the [Natural Capital Tool Privacy Statement](#).

### **6. Intellectual Property Rights of the tool**

All content, including text, graphics, logos and software within the tool is the property of NatureScot unless otherwise stated.

### **7. Ordnance Survey (OS) Data**

You are granted a non-exclusive, royalty free, revocable licence solely to view the licensed data for non-commercial purposes for the period during which NatureScot makes it available. You are not permitted to copy, sub-license, distribute, sell or otherwise make available the licensed data to third parties in any form. Third party rights to enforce the terms of this licence shall be reserved to OS.

### **8. Acceptable Use Policy**

Users agree to:

- Using the tool in a manner which does not cause any distress or inconvenience to any person
- Not use the tool for commercial gain, spamming, or disruptive activity.
- Report any bugs or security concerns to [natcaptool@nature.scot](mailto:natcaptool@nature.scot)
- Not attempt to hack, manipulate, or disrupt the service.

### **9. Security & User Responsibility**

- Users must take reasonable steps to protect their login credentials.

- Unauthorised use of another person's account is strictly prohibited.
- Users are responsible for ensuring their submissions comply with all applicable laws.

#### **10. Limitation of Liability**

- Existing data within, and outputs generated by, the tool are estimates based on modelling, and so NatureScot does not guarantee accuracy or completeness of data.
- The contents of the tool do not constitute specific legal advice. The contents are for guidance only, and not all contents may be relevant to your particular circumstances.
- The tool is provided "as is", without warranties of uninterrupted access.
- NatureScot will not be liable for any loss or damage arising under or in connection with your use of the tool.

#### **11. Termination of Service**

- Users who violate these terms (e.g., misusing the system) may have their access restricted or revoked.
- NatureScot reserves the right to suspend or terminate the tool at any time.
- NatureScot will cancel a user's account in the tool on receipt of a request from the user by email to support@eolas.com.

#### **12. Governing Law & Jurisdiction**

These Terms and Conditions are governed by UK law. Any disputes shall be resolved in UK courts.

#### **13. Changes to Terms**

- NatureScot may update these terms periodically. Users will be notified of major changes via the tool or email.
- NatureScot may update the tool periodically to introduce new features or improve performance. Users will be notified of significant updates through the tool or by email.

#### **14. Contact & Support**

For questions or support, users may contact NatureScot by email to natcaptool@nature.scot. NatureScot may contact users by email for any purpose relevant to the Natural Capital Tool, for example to:

- seek feedback on user experience to inform future development of the tool or project,
- provide updates on the functionality of the tool or
- ask users if they would like to participate within a piloting group and/or attend a co-design workshop

By continuing to use the tool, you agree to these Terms and Conditions.