

Terms of Use for GoCodeGreen



Last updated: 27 August 2021

Introduction

These Terms and Conditions apply between you, the User of this Website (including any subdomains, unless expressly excluded by their own Terms and Conditions), and GoCodeGreen Limited a UK registered company, trading as GoCodeGreen ("GoCodeGreen", "we", "our" or "us"), the owner and operator of this Website. Please read these Terms and Conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

In these Terms and Conditions, User or Users means any third party that accesses the Website and is not either (i) employed by GoCodeGreen and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to GoCodeGreen and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these Terms and Conditions, you represent and warrant that you are at least 18 years of age. If you are under the age of 18, you should review these Terms and Conditions with your parent or guardian before agreeing to make sure that you or your parent or guardian understand your and their legal obligations.

Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of GoCodeGreen, our affiliates or other relevant third parties. In these Terms and

Conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission

2. You may, for your own personal, non-commercial use only, retrieve, display and view the Content on a computer screen

3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of GoCodeGreen.

Prohibited use

4. You may not use the Website for any of the following purposes:

a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;

b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;

c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

Registration

5. You must ensure that the details provided by you on registration or at any time are correct and complete.

6. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.

7. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these Terms and Conditions.

8. You may cancel your registration at any time by informing us in writing to the address at the end of these Terms and Conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

Password and security

9. When you register on this Website, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone.

10. If we have reason to believe that there is or is likely to be any misuse of the Website or breach of security, we may require you to change your password or suspend your account.

11. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of GoCodeGreen or that of our affiliates.

12. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

13. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

Confidentiality and Data Protection

14. GoCodeGreen will maintain confidentiality of your data, and will make reasonable efforts to prevent any unauthorised use, disclosure, copying, publication or dissemination of your data, except and only to the extent necessary in accordance with these Terms and Conditions.

15. In these Terms and Conditions, "Personal Data" means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier.

16. Wherever GoCodeGreen determines the means and purposes of the processing of Personal Data relating to you, GoCodeGreen will be the 'data controller' (as such term is understood under applicable data protection laws) of such Personal data, and the terms of GoCodeGreen's Privacy Notice (<https://gocode.green/privacy>) shall apply to such processing.

17. GoCodeGreen will in accordance with its Privacy Notice:

- a. comply at all times with applicable privacy and data protection laws;
- b. take all reasonable steps to protect the security and integrity of (i) information that can be used to establish the identity of you, (ii) sensitive information about you and (iii) your Personal Data; and
- c. take reasonable steps to notify you if GoCodeGreen becomes aware of any disclosure of (i) your Personal Data or other data that can be used to establish the identity of you, or (ii) sensitive information about you that is associated with you.

Availability of the Website and disclaimers

18. Any online facilities, tools, services or information that GoCodeGreen makes available through the Website (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. GoCodeGreen is under no obligation to update information on the Website.

19. Whilst GoCodeGreen uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

20. GoCodeGreen accepts no liability for any disruption or non-availability of the Website.

21. GoCodeGreen reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of liability

22. Nothing in these Terms and Conditions will:

- (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable;

(b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or

(c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

23. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

24. To the maximum extent permitted by law, GoCodeGreen accepts no liability for any of the following: a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities; b. loss or corruption of any data, database or software; c. any special, indirect or consequential loss or damage.

General

25. You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions where we reasonably believe your rights will not be affected.

26. GoCodeGreen reserves the right at any time, or from time to time to update, revise, supplement or otherwise modify these Terms and Conditions and to impose new or additional terms. All updates, revisions, modifications and new rules will be effective immediately and incorporated into these Terms and Conditions. If the changes are significant or may materially impact upon your rights, we will provide a more prominent notice or contact you by other means (including, for certain services, email notification of Privacy Notice changes)

27. These Terms and Conditions together with the Privacy Notice and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the Terms and Conditions.

28. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and no third party will have any right to enforce or rely on any provision of these Terms and Conditions.

29. If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted,

and the validity and enforceability of the other provisions of these Terms and Conditions will not be affected.

30. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other right or remedy.

31. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

GoCodeGreen details

32. GoCodeGreen Limited is a company incorporated in the UK (Company number. 13415138) with a registered address of 71-75 Shelton Street, Covent Garden, London WC2H 9JQ and it operates the Website gocode.green
You can contact GoCodeGreen by email on connect@gocode.green