

## **Website Terms and Conditions**

**Last Updated:** 28/03/25

### **1. Introduction**

Welcome to Carbon ThreeSixty's website (the "Website"). These terms and conditions (the "Terms") govern your use of the Website and any services, content, or products offered through it (collectively, the "Services"). By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use the Website.

Carbon ThreeSixty is a company registered in England and Wales with company number 10854957 and its registered office at Carbon ThreeSixty, Unit 1, The Hub, Bumpers way, Chippenham, SN14 6LH ("we", "us", or "our").

### **2. Use of the Website**

2.1 You may use the Website for lawful purposes only. You must not use the Website in any way that breaches any applicable local, national, or international law or regulation.

2.2 You agree not to: \* Reproduce, duplicate, copy, sell, resell, or exploit any portion of the Website without our express written permission. \* Modify, adapt, translate, reverse engineer, decompile, or disassemble any part of the Website. \* Introduce viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful. \* Attempt to gain unauthorised access to the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website. \* Attack the Website via a denial-of-service attack or a distributed denial-of-service attack. \* Use any automated system or software to extract data from the Website for commercial purposes ("screen scraping").

2.3 We reserve the right to suspend, restrict, or terminate your access to the Website at any time without notice if we reasonably believe you have breached these Terms.

### **3. Intellectual Property Rights**

3.1 The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such material and are protected by United Kingdom and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

3.2 These Terms permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows: \* Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials. \* You may store files that are automatically cached

by your Web browser for display enhancement purposes. \* You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

3.3 You must not: \* Modify copies of any materials from the Website. \* Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text. \* Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website.

3.4 If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

3.5 Our company name, our logo, and all related names, logos, product and service names, designs, and slogans are our trademarks or those of our affiliates or licensors. You must not use such marks without our prior written permission.

#### **4. User-Generated Content**

4.1 Where the Website allows you to submit, post, upload, or otherwise make available content (including text, photographs, videos, or other materials) ("User-Generated Content"), you retain ownership of your intellectual property rights in that content.

4.2 By submitting User-Generated Content to the Website, you grant us a worldwide, non-exclusive, royalty-free, transferable, sub-licensable licence to use, reproduce, distribute, prepare derivative works of, display, and perform your User-Generated Content in connection with the Website and our business, including for promotional purposes.

4.3 You represent and warrant that: \* You have all necessary rights to grant the licences in this clause. \* Your User-Generated Content does not infringe the intellectual property rights, privacy rights, publicity rights, or any other rights of any third party. \* Your User-Generated Content is not defamatory, obscene, offensive, or otherwise unlawful.

4.4 We have the right to remove or refuse to post any User-Generated Content for any reason. We are not responsible or liable for any User-Generated Content posted by you or any third party.

#### **5. Links to Third-Party Websites**

The Website may contain links to third-party websites that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites. By using the Website, you expressly relieve us from any and all liability arising from your use of any third-party website.

#### **6. Disclaimer of Warranties**

6.1 The Website and its content are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, and freedom from computer virus.

6.2 We do not warrant that 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 other harmful components.

6.3 We make no representations or warranties about the accuracy, completeness, reliability, or timeliness of the content available on the Website. Any reliance you place on such information is strictly at your own risk.

## **7. Limitation of Liability**

7.1 To the fullest extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to the Website or any content on it, whether express or implied.

7.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: \* Use of, or inability to use, the Website; or \* Use of or reliance on any content displayed on the Website.

7.3 In particular, we will not be liable for: \* Loss of profits, sales, business, or revenue; \* Business interruption; \* Loss of anticipated savings; \* Loss of business opportunity, goodwill, or reputation; or \* Any indirect or consequential loss or damage.

7.4 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

7.5 If you are a consumer, please note that the limitations and exclusions of liability in these Terms do not affect your statutory rights.

## **8. Indemnification**

You agree to indemnify, defend, and hold harmless Carbon ThreeSixty, its affiliates, officers, directors, employees, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to your violation of these Terms or your use of the Website, including, but not limited to, your User-Generated Content, any use of the Website's content, services, and products other than as expressly authorised in these Terms, or your use of any information obtained from the Website.

## **9. Governing Law and Jurisdiction**

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

## **10. Changes to These Terms**

We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we have made, as they are binding on you. The date of the last update will be indicated at the top of this page. Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes.

## **11. Entire Agreement**

These Terms constitute the entire agreement between you and Carbon ThreeSixty regarding your use of the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

## **12. Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

## **13. Contact Us**

If you have any questions about these Terms, please contact us at:

Carbon ThreeSixty, Unit 1, The Hub, Bumpers way, Chippenham, SN14 6LH

[info@carbonthreesixty.com](mailto:info@carbonthreesixty.com)