

TC01 Website Terms and Conditions of Use



Last updated on 30th November 2023

BACKGROUND:

These Website Terms and Conditions of Use (“Terms of Use”), together with any and all other documents referred to herein, set out the terms of use under which you, whether in your capacity as an individual acting as a consumer or in a business capacity (acting in any capacity other than as an individual acting as a consumer will for the purposes of these Terms of Use be deemed and treated as acting in a business capacity), may use the following websites and any software applications capable of being accessed via the following websites from time to time:

www.digitalbuildings.co.uk

www.retrogreen.co.uk

The above sites and all software applications capable of being accessed via the above sites from time to time are together referred to in these terms as “Our Sites”. Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of any of Our Sites and You will be required to read and accept these Terms of Use when signing up for an Account. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Sites immediately.

These Terms of Use do not apply to the sale of any service subscriptions through Our Sites, which is governed separately by Our [Website Consumer Subscription Terms of Sale](#) or Our [Website Business Subscription Terms of Sale](#) (as applicable).

Definitions and Interpretation

In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

“Account” means an account required for any user of any of Our Sites, whether in his or her capacity as a consumer or in a business capacity, to access and/or use certain areas of Our Sites;

“Content” means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, any of Our Sites;

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“User Content”	means any Content submitted to any of Our Sites by any user of any of Our Sites, whether in his or her capacity as a consumer or in a business capacity, including (but not limited to) photos, documents, images and service reviews; and
“We/Us/Our”	means Digital Buildings Limited, a company registered in England under company number 13605846, whose registered address is Upperwood, Pottery Lane, Inkpen, Hungerford RG17 9QA, and any of its subsidiary companies (including, but not limited to, Retrogreen Limited, a company registered in England under company number 13624474, whose registered address is Upperwood, Pottery Lane, Inkpen, Hungerford RG17 9QA).

Information About Us

Our Sites are owned and operated by Us.

Our customer service department can be contacted by email at customer.support@retrogreen.co.uk

Our data protection department can be contacted by email at data.controller@digitalbuildings.co.uk.

Access to Our Sites

Access to Our Sites (except for those areas or parts of Our Sites for which an Account is required) is free of charge.

It is your responsibility to make any and all arrangements necessary in order to access Our Sites.

Access to Our Sites is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Sites (or any area(s) or part(s) of Our Sites) at any time and without notice. We will not be liable to you in any way if Our Sites (or any area(s) or part(s) of Our Sites) is or are unavailable at any time and for any period.

Accounts

Certain areas or parts of Our Sites (including the ability to purchase services from Us via those areas or parts of Our Sites) require an Account in order to access them.

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You may not create an Account if you are under 18 years of age.

When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.

We recommend that you choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers, and symbols. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at data.controller@digitalbuildings.co.uk. We will not be liable for any unauthorised use of your Account.

You must not use anyone else's Account without the express permission of the particular user of Our Sites to whom the Account belongs.

Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the law.

If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas or parts of Our Sites requiring an Account for access. We reserve the right to retain any personal data needed to meet our contractual and legal obligations and for research purposes.

If you close your Account, any User Content you have created on Our Sites will be anonymised by removing your username.

Intellectual Property Rights

All logos and trade names appearing on any of Our Sites belong to Us and are Our trade marks, unless specifically labelled otherwise. You are not permitted to use any of them without Our approval.

With the exception of User Content, all Content included on Our Sites and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to Us or our licensors. All Content (including User Content) is protected by the applicable intellectual property laws of England and Wales and applicable international intellectual property laws and treaties.

Unless otherwise stated in these Terms of Use you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Sites unless given express written permission to do so by Us.

You may:

- Access, view and use Our Sites in a web browser (including any web browsing

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- capability built into other types of software or app);
- Download Our Sites (or any part of it) for caching;
- Print page(s) from Our Sites;
- Download extracts from pages on Our Sites; and
- Save pages from Our Sites for later and/or offline viewing.

Our status as the owner and author of the Content on Our Sites (or that of identified licensors, as appropriate) must always be acknowledged.

You may not use any Content saved or downloaded from Our Sites for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use by you of Our Sites for general information purposes, whether in your capacity as a consumer or in a business capacity.

Nothing in these Terms of Use limits or excludes the fair dealing provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

User Content

User Content on Our Sites includes (but is not necessarily limited to) photos, documents, images and service reviews .

An [Account](#) is required if you wish to submit User Content.

You agree that you will be solely responsible for your User Content. Specifically, you agree, represent and warrant that you have the right to submit the User Content and that all such User Content will comply with Our Acceptable Usage Policy as set out in these Terms of Use below.

You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you above in respect of your User Content. You will be responsible and liable for any loss or damage suffered by Us as a result of any such breach.

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You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. When you submit User Content you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, irrevocable, worldwide licence to use, copy, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from and display your User Content as necessary for the purposes of operating and promoting Our Sites and, pursuant and subject to such licence, to grant sub-licences to such other users of Our Sites acting in a business capacity as are relevant and necessary for the purposes of or otherwise in connection with the operation of Our Sites.

If you wish to remove User Content from Our Sites, the User Content in question will be anonymised by removing your username. Please note, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).

We may reject, reclassify, or remove any User Content from Our Sites where, in Our sole opinion, it violates Our Acceptable Usage Policy as set out in these Terms of Use below, or If We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

Links to Our Sites

With our permission You may link to Our Sites provided that:

- you do so in a fair and legal manner;
- you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
- you do not use any logos or trademarks displayed on Our Site without Our express written permission; and
- you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

You may only link to a designated and authorised landing page of Our Sites. Deep-linking to other pages requires Our express written permission.

Framing or embedding any of Our Sites on other websites is not permitted without Our express written permission.

You may not link to any of Our Sites from any other site the main content of which contains material that would breach Our Acceptable Usage Policy as set out in these Terms of Use below.

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Links to Other Sites

Links to other sites may be included on Our Sites. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of any third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

Disclaimers

Nothing on any of Our Sites constitutes advice on which you should rely, whether in your capacity as a consumer or in a business capacity. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action on the basis of any information provided on any of Our Sites.

Insofar as is permitted by law, We make no representation, warranty or guarantee that any of Our Sites will meet your requirements (whether in your capacity as a consumer or in a business capacity), that any of Our Sites will not infringe any of the intellectual property rights of any third parties, that any of Our Sites will be compatible with all software and hardware, or that any of Our Sites will be secure.

We make reasonable efforts to ensure that the Content on Our Sites is complete, accurate and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date. Please note that this disclaimer does not apply to any Content made available pursuant to any service subscriptions for sale through Our Sites, which is governed separately by Our [Website Consumer Subscription Terms of Sale](#) or Our Website [Business Subscription Terms of Sale \(as applicable\)](#).

Our Liability

Whether you are using Our Sites in your capacity as a consumer or in a business capacity:

- 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 and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the sale of any service subscriptions to you, which will be set out in and which is governed separately by Our [Website Consumer Subscription Terms of Sale](#) or Our Website [Business Subscription Terms of Sale \(as applicable\)](#).

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If you are using Our Sites in a business capacity:

- We exclude all implied conditions, warranties, representations or other terms that may apply to any of Our Sites or any Content on any of Our Sites.
- 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: (i) your use of, or inability to use, any of Our Sites; or (ii) your use of or reliance on any Content displayed on any of Our Sites.
- In particular, we will not be liable for: (i) loss of profits, sales, business, or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; or (v) any indirect or consequential loss or damage.

If you are using Our Sites in your capacity as a consumer:

- Please note that we only provide Our Sites for domestic and private use. You agree not to use Our Sites for any commercial or business purposes, and We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- If defective digital content that We have supplied damages a device or digital content belonging to you and this is caused by Our failure to use reasonable care and skill, 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. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

Viruses, Malware and Security

We exercise all reasonable skill and care to ensure that Our Sites are secure and free from viruses and other malware.

You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Sites.

You must not attempt to gain unauthorised access to any area(s) or part(s) of Our Sites, the server on which Our Sites are stored, or any other server, computer, or database connected to Our Sites.

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You must not attack Our Sites by means of a denial of service attack, a distributed denial of service attack, or by any other means.

By breaching any of these provisions you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Sites will cease immediately in the event of such a breach.

Acceptable Usage Policy

You may only use Our Sites in a manner that is lawful and that complies with the following provisions:

- you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
- you must not use Our Sites in any way, or for any purpose, that is unlawful or fraudulent;
- you must not use Our Sites to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- you must not use Our Sites in any way, or for any purpose, that is intended to harm any person or persons in any way.

When submitting User Content (or communicating in any other way using Our Sites), you must not submit, communicate or otherwise do anything that:

- is obscene, deliberately offensive, hateful or otherwise inflammatory;
- promotes violence;
- promotes or assists in any form of unlawful activity;
- discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;
- is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- is calculated or is otherwise likely to deceive;
- is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;

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- misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
- implies any form of affiliation with Us where none exists;
- infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
- is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

We reserve the right to suspend or terminate your access to Our Sites if you materially breach any of the provisions of these Terms of Use. Specifically, We may take one or more of the following actions:

- suspend, whether temporarily or permanently, your Account and/or your right to access Our Sites;
- remove any User Content submitted by you that violates this Acceptable Usage Policy;
- issue you with a written warning;
- take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- take further legal action against you as appropriate;
- disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- any other actions which We deem reasonably appropriate (and lawful).

We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

Privacy and Cookies

Use of Our Sites is also governed by Our [Digital Buildings Ltd Cookie Policy](#), [Retrogreen Cookie Policy](#) and [Privacy Policy](#). These policies are incorporated into these Terms of Use by this reference.

Changes to these Terms of Use

We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of Our Sites after the changes have been implemented. You are therefore advised to check this page from time to time.

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In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

Contacting Us

To contact Us, please email Us at customer.support@retrogreen.co.uk or using any of the methods provided on Our contact page at <https://retrogreen.co.uk/contact/>.

Communications from Us

If We have your contact details (if, for example, you have an Account) We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, Our Terms of Sale, and changes to your Account.

We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from us at any time, it may take up to 5 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.

For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at customer.support@retrogreen.co.uk.

Data Protection

We will only use your personal information as set out in Our [Digital Buildings Cookie Policy](#), [Retrogreen Cookie Policy](#) and [Privacy Policy](#).

Law and Jurisdiction

These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England and Wales.

If you are using Our Sites in your capacity as a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales or (if different) the courts of your country of residency. If you are using Our Sites in a business capacity, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.