

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

BACKGROUND:

These Website Consumer Subscription Terms of Sale (“Terms of Sale”) set out the terms and conditions on which Subscriptions are sold by Us and purchased by You as an individual acting as a consumer and Paid Content is then made available by Us to You on our platform and can then be accessed and used by You as an individual acting as a consumer through such of our websites www.digitalbuildings.co.uk and www.retrogreen.co.uk (“**Our Websites**”) and/or our software applications capable of being accessed via Our Websites from time to time (“**Our Apps**”) as are relevant.

Please read these Terms of Sale carefully as they govern Your purchase of any Subscriptions and Your access to and use of any Paid Content. Do not purchase any Subscription unless You wish to be bound by these Terms of Sale because, by clicking ‘Subscribe’ during any Subscription sign-up process and/or otherwise signing-up to any one of Our Subscription plans, You confirm Your acceptance of these Terms of Sale (which also includes acceptance of Our [Website Terms and Conditions of Use](#), [Privacy Policy](#) and [Cookie Policy](#)).

When you click “Subscribe” during any Subscription sign-up process and/or otherwise sign up to any one of Our Subscription plans, We will provide You with a “Subscription Confirmation”, which confirms that We will provide the relevant Subscription to you in accordance with these Terms of Sale and a Contract has been entered into between you and us on that basis. We may issue this Subscription Confirmation to you in electronic or hard-copy format. There will also be a tariff of charges applicable to the relevant Subscription, which will be as set out in the relevant Subscription Confirmation.

Before You can purchase any Subscription, You will first have to set up an Account. You will not be able to open an Account, purchase any Subscription or access or use any Paid Content through any of Our Websites and/or Our Apps unless, as part of the process of setting up an Account, You first accept and agree to comply with and be bound by these Terms of Sale.

These Terms of Sale: (i) apply to individuals acting as consumers. These Terms of Sale do not apply to business clients, to whom the Website Business Subscription Terms of Sale apply instead; and (ii) constitute the entire agreement between Us and You with respect to Your purchase of Subscriptions and Paid Content from Us. You acknowledge that You have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

1. Definitions and Interpretation

In these Terms of Sale, unless the context otherwise requires, the following

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

expressions have the following meanings:

- “Account”** means the account, referred to in clause 5.1 below, that you must set up with Us in order to purchase any Subscription;
- “Contract”** means a contract between us and you for the purchase of a Subscription to enable relevant Paid Content to be made available to You and enable You to access and use relevant Paid Content through such of Our Websites and/or Our Apps as are relevant, as more particularly set out in clause 5 below;
- “Data Protection Legislation”** means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
- “Paid Content”** means any and all text, images, audio, video, scripts, code, software, databases and other forms of information or material capable of being stored on a computer that is made available by Us on Our platform for planning, designing and managing a whole home retrofit project and that can be accessed and used through such of Our Websites and/or Our Apps as are relevant following the purchase of a Subscription, as more particularly described in the information that We provide or otherwise make available to You before purchasing a Subscription;

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

- “Subscription”** means any service subscription purchased by You which provides you with access to Paid Content through such of Our Websites and/or Our Apps as are relevant (with information about the period of such access being provided by Us to You before Your purchase of the relevant Subscription, such information to include the information more particularly described in clause 5.4.5 below);
- “Subscription Confirmation”** means Our acceptance of Your offer to purchase a Subscription and confirmation of Your purchase of a Subscription;
- “Subscription ID”** means the reference number for Your Subscription;
- “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); and
- “You/Your”** means the individual acting as a consumer who accesses any of Our Websites and/or Our Apps for any purpose including setting up an Account, purchasing any Subscriptions and/or accessing and using any Paid Content.

2. Information About Us

- 2.1 Our Websites and Our Apps are owned and operated by Us.
- 2.2 Our sales department can be contacted by email at consumer.sales@retrogreen.co.uk.
- 2.3 Our customer service department can be contacted by email at customer.support@retrogreen.co.uk.
- 2.4 Our data officer can be contacted by email at data.controller@digitalbuildings.co.uk.

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

3. Access to and Use of Our Websites and Our Apps

- 3.1 Access to and use of Our Websites and Our Apps is subject to Our Website Terms and Conditions of Use. Please ensure that You have read them carefully and that You understand them.
- 3.2 Any Paid Content accessed by You and/or other information or material You obtain from Our Websites and/or Our Apps is used entirely at Your own risk, and We will not be liable for any loss or damage arising out of or in connection with Your access and/or use of any of Our Websites and/or Our Apps (except to the extent that such liability cannot be excluded by law). For the avoidance of any doubt: (i) any estimates of home improvement costs and potential savings are based on the information You have given Us and on assumptions We have made about homes like Yours. We cannot make any guarantee about the costs of the work required or any savings that can be made and You are entirely responsible for making Your own decisions; and (ii) Your plans do not replace the need for obtaining a written proposal from a qualified installer. We suggest getting at least three quotes before making any decisions.
- 3.3 We make all reasonable efforts to ensure that all descriptions of Subscriptions and Paid Content available from Us correspond to the actual Subscriptions that You purchase and the Paid Content made available to You.

4. Subscriptions, Paid Content, Pricing and Availability

- 4.1 We may from time to time change Our prices. Changes in price will not affect any Subscription that You have already purchased but will apply to any subsequent renewal or new Subscription. We will inform You of any change in price at least 2 weeks before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in the [You End the Contract section below](#).
- 4.2 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of that Paid Content. However, if any change is made that would affect Your use of the Paid Content, suitable information will be provided to You.
- 4.3 In some cases, as described in the relevant content descriptions, We may also make more significant changes to certain Paid Content. If We do so

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

and the changes are likely to impact the way You use the Paid Content, We will inform You at least 1 week before the changes are due to take effect. If You do not agree to the changes, You may cancel the Contract as described in the [You End the Contract section below](#).

- 4.4 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to You before You purchased Your Subscription for access to the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.
- 4.5 We make all reasonable efforts to ensure that all prices shown on Our Websites and/or Our Apps are correct at the time of going online. Changes in price will not affect any order for a Subscription that You have already placed (please note clause 4.9 below regarding VAT, however).
- 4.6 All prices are checked by Us before We accept Your order. In the unlikely event that We have shown incorrect pricing information, We will contact You in writing to inform You of the mistake. If the correct price is lower than that shown when You made Your order, We will simply charge You the lower amount and continue processing Your order. If the correct price is higher, We will give You the option to purchase the Subscription at the correct price or to cancel Your order (or the affected part of it). We will not proceed with processing Your order in this case until You respond. If We do not receive a response from You within 1 month, We will treat Your order as cancelled and notify You of this in writing.
- 4.7 If We discover an error in the price or description of a Subscription after Your order to purchase that Subscription is processed, We will inform You immediately and make all reasonable efforts to correct the error. You have the right to cancel the Contract if this happens. If We inform You of such an error and You do wish to cancel the Contract, please refer to the [You End the Contract section below](#).
- 4.8 If the price of a Subscription that You have ordered changes between Your order to purchase that Subscription being placed and Us processing that order and taking payment, You will be charged the price shown on Our Websites and/or Our Apps at the time of placing Your order. Any subsequent Subscriptions and renewals purchased will be charged at the new price.

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

- 4.9 Prices on Our Websites and/or Our Apps are shown exclusive of VAT. If the VAT rate changes between Your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 4.10 We reserve the right to modify or discontinue temporarily or permanently all or part of the Paid Content with or without notice without liability for any modification or discontinuance, save as expressly set out in these Terms of Sale.
- 4.11 We may vary the terms of these Terms of Sale from time to time and shall post such alterations on Our Websites and/or Our Apps. If the variations to these Terms of Sale are materially detrimental to You We will give You written notice of such variations and if You do not agree to such variations then You have the right to notify Us that You wish to cancel Your Subscription and to stop using the Paid Content, and You should do so immediately (and in any event within 14 days of Us notifying You of the variation).

5. Orders – How Contracts Are Formed

- 5.1 Our Websites and/or Our Apps will guide You through the process of setting up an Account and purchasing a Subscription. Before completing Your purchase of a Subscription, You will be given the opportunity to review Your order to purchase the Subscription and amend it. Please ensure that You have checked Your order carefully before submitting it.
- 5.2 If, during the Subscription ordering process, You provide Us with incorrect or incomplete information (including any incorrect or incomplete information about You or the type of Paid Content that You require) please contact Us as soon as possible. If We are unable to process Your order to purchase a Subscription due to incorrect or incomplete information, We will contact You to ask to correct it. If You do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel Your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from You providing incorrect or incomplete information.

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

- 5.3 No part of Our Websites and/or Our Apps constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending You a Subscription Confirmation. Only once We have sent You a Subscription Confirmation will there be a legally binding Contract between Us and You.
- 5.4 Subscription Confirmations shall contain the following information:
 - 5.4.1 Your Subscription ID;
 - 5.4.2 Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription and Paid Content available as part of it;
 - 5.4.3 Fully itemised pricing for Your Subscription including, where appropriate, taxes, and other additional charges;
 - 5.4.4 The duration of Your Subscription (including the start date and the expiry or renewal date); and
 - 5.4.5 In relation to any items constituting the Paid Content, the period during which it can be accessed which will be either: (a) the whole period of the Subscription; or (b) a specific period commencing on a stated date that is shorter than that whole period.
- 5.5 In the unlikely event that We do not accept or cannot fulfil Your order to purchase a Subscription for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to You.
- 5.6 Any refunds due under this clause 5 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 5.7 Refunds under this clause 5 will be made using the same payment method that You used when You purchased a Subscription.

6. Payment for Subscriptions

- 6.1 Payment for a Subscription must always be made in advance. Your chosen payment method will be charged when We process Your order to purchase the Subscription and send You a Subscription Confirmation not more than 1 week before each renewal date.
- 6.2 We accept the following methods of payment on Our Websites and/or Our Apps: (i) DD; (ii) Bank Transfer; (iii) Credit card; and (iv) Debit card.

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

- 6.3 If You do not make any payment due to Us for a Subscription on time, We will suspend Your access to the Paid Content. For more information, please refer to the [Provision of Paid Content section below](#). If You do not make payment within 3 days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.
- 6.4 If You believe that We have charged You an incorrect amount, please contact Us at customer.support@retrogreen.co.uk as soon as reasonably possible to let Us know.

7. Provision of Paid Content

- 7.1 We undertake to use reasonable skill and care in making available to You on these Terms of Sale all Paid Content for which You have purchased a Subscription but if You choose not to access or make any permitted use of some or all of that Paid Content or, for any reason not attributable to Us, You are unable to do so, You will not be entitled to any refund.
- 7.2 Paid Content appropriate to the Subscription You have purchased will be available to You immediately from when We send You a Subscription Confirmation for the duration of the Subscription You have purchased, including any renewals, or until the Contract is otherwise ended.
- 7.3 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
 - 7.3.1 To fix technical problems or to make necessary minor technical changes as described above in clause 4.2 above;
 - 7.3.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements as described above in clause 4.2 above; or
 - 7.3.3 To make more significant changes to the Paid Content, as described above in clause 4.3 above.
- 7.4 If We need to suspend the availability of Paid Content for any of the reasons set out in clause 7.3 above, We will inform You in advance of the suspension and explain why it is necessary (unless We need to suspend such availability for urgent or emergency reasons such as a dangerous problem with the Paid Content, in which case We will inform You as soon as reasonably possible after suspension). If the suspension lasts (or We tell You that it is going to last) for more than 1 week, You may end the Contract as described in the [Cancelling Your Subscription section below](#).

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

7.5 We may suspend the availability of Paid Content as follows if We do not receive payment for the relevant Subscription on time from You. We will inform You of the non-payment on the due date, however if You do not make payment within 3 days of Our notice, We may suspend provision of the Paid Content until We have received all outstanding sums due from You. If We do suspend provision of the Paid Content, We will inform You of the suspension.

8. Use of Platform

8.1 By providing information and material about your property you grant to Us a royalty-free, perpetual, irrevocable, non-exclusive licence to use, copy, reproduce, modify, publish, edit, translate, distribute, perform, and display the information and material alone or as part of other works in any form, media, or technology whether now known or hereafter developed and (pursuant to and subject to such licence) to sub-license such licensed rights through multiple tiers of sub-licensees as necessary for the purposes of or otherwise in connection with the operation of Our platform for planning, designing and managing a whole home retrofit project, including (without limitation) granting sub-licences to such other users (acting in a business capacity) of Our platform as are relevant and necessary for the purposes of or otherwise in connection with the operation of Our platform. The foregoing licence grants shall include the right to exploit any proprietary rights in such information and materials, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. You also waive any moral rights You have in such information and materials. Do not Post any information or materials on Our Websites and/or Our Apps that You would not want Us to use in this way.

8.2 You agree not to copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your own user content) from Our Websites and/or Our Apps without Our prior written permission.

8.3 You agree not to use Our platform for planning, designing and managing a whole home retrofit project in any unlawful manner and in particular You shall not use Our platform for:

8.3.1 creating fake projects;

8.3.2 making false claims;

8.3.3 obtaining information under false pretences;

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

- 8.3.4 posting any material that infringes any patent, trademark, copyright, trade secret or other proprietary right of any person;
 - 8.3.5 posting any corrupted files, files that contain viruses, or any other code that may damage the operation of a computer or other electronic device;
 - 8.3.6 impersonating another person or entity;
 - 8.3.7 causing Our platform to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of Our platform is in any way impaired; or
 - 8.3.8 restricting or inhibiting any other user from using and enjoying Our platform.
- 8.4 We will not be a party to any contract made between You and any supplier or tradesperson and, therefore, We shall not be liable for any loss or damage that results from any dealings between You and any supplier or tradesperson, including (but not limited to) any direct, indirect or consequential or inconsequential loss of any kind.

9. Licence

- 9.1 We will own (and retain) all intellectual property rights (at all times throughout the world) in all Paid Content but when You purchase a Subscription to access Paid Content, We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence for You to access, participate in and use the relevant Paid Content for Your personal, non-commercial purposes. The licence granted in this clause 9.1 does not give You any rights in any Paid Content (including any information or material that We may license in from third parties).
- 9.2 The licence granted under clause 9.1 above is subject to the following usage restrictions and/or permissions: You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').

10. Problems with Paid Content

- 10.1 We undertake to make Paid Content available to You that complies with the corresponding description that We provided or otherwise made available to You before purchasing the relevant Subscription, and to use

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

reasonable skill and care in doing so. If any Paid Content that We make available through Our Websites and/or Our Apps following Your purchase of a Subscription does not comply or We do not so comply, please contact Us as soon as reasonably possible to inform Us of the problem. Your available remedies will be as follows:

- 10.1.1 If the Paid Content has errors, We will correct the errors as soon as reasonably possible.
- 10.1.2 If We cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to You, You may be entitled to a full or partial refund.
- 10.2 If there is a problem with any Paid Content, please contact Us at customer.support@retrogreen.co.uk.
- 10.3 Refunds (whether full or partial, including reductions in price) under this clause 10 will be issued within 14 calendar days of the day on which We agree that You are entitled to the refund.
- 10.4 Refunds under this clause 10 will be made using the same payment method that You used when You purchased a Subscription.
- 10.5 For further information on Your rights as a consumer, please contact Your local Citizens' Advice Bureau or Trading Standards Office.

11. Cancelling Your Subscription

- 11.1 If You are an individual acting as a consumer, by default You have a legal right to a "cooling-off" period within which You can cancel the Contract for any reason, including if You have changed Your mind, and receive a refund. The period begins once We have sent You Your Subscription Confirmation (i.e. when the Contract between You and Us is formed) and ends when You access (e.g. download or stream) any Paid Content, or 14 calendar days after the date of Our Subscription Confirmation, whichever occurs first.
- 11.2 After expiry of the applicable cooling-off period, You may cancel the Subscription You have purchased at any time. However, subject to sub-clause 11.3 below and clause 12 below, We cannot offer any refunds and You will continue to have access to the relevant Paid Content for the remainder of that Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

- 11.3 If You purchase a Subscription by mistake (or allow a Subscription You have purchased to renew by mistake), please inform Us as soon as possible and do not attempt to access any Paid Content. Provided You have not accessed any Paid Content since the start date (or renewal date, as appropriate) of the Subscription We will be able to cancel the Subscription and issue a full refund. If You have accessed any Paid Content once the Subscription has started or renewed, We will not be able to offer any refund and You will continue to have access to the relevant Paid Content for the remainder of that Subscription (up until the renewal or expiry date, as applicable).
- 11.4 If you wish to cancel under this Clause 11, you must inform Us of Your cancellation by using the cancellation form in Our Websites and/or Our Apps, by email or by post. Cancellation is effective from the date on which You inform Us that You wish to cancel the Subscription You have purchased. If You contact Us directly to cancel, please use the following details:
- Telephone: see Contact page on Our Websites
Email: consumer.sales@retrogreen.co.uk
Post: Upperwood, Pottery Lane, Inkpen, Hungerford RG17 9QA
- in each case, providing Us with Your name, address, email address, telephone number, and Subscription ID.
- 11.5 We may ask You why You have chosen to cancel the Subscription You have purchased and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.
- 11.6 Refunds under this clause 11 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel the Subscription You have purchased.
- 11.7 Refunds under this clause 11 will be made using the same payment method that You used when purchasing the Subscription You have chosen to cancel.

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

12. Your Other Rights to End the Contract

- 12.1 You may end the Contract if We have informed You of a forthcoming material change to the Subscription You have purchased or the relevant Paid Content that We make available or these Terms of Sale that You do not agree to. If the change is set to take effect or apply to You before the end of the currently applicable period of the Subscription you have purchased, We will issue You with a refund for the remainder of the currently applicable period of the Subscription you have purchased. If the change will not take effect or apply to You until the expiry of the currently applicable period of the Subscription you have purchased, the Contract will end at the end of that Subscription period and You will continue to have access to the Paid Content until that date.
- 12.2 If We have suspended the availability of Paid Content for more than 1 week, or We have informed You that We are going to suspend availability for more than 1 week, You may end the Contract immediately, as described in clause 7.4 above. If You end the Contract for this reason, We will issue You with a partial refund corresponding to the unexpired period of the relevant Subscription extending beyond the termination date of the Contract.
- 12.3 If availability of the Paid Content will be significantly delayed because of events outside of Our control, You may end the Contract in accordance with clause 15.2.5 below and We will issue You with a partial refund corresponding to the unexpired period of the relevant Subscription extending beyond the termination date of the Contract.
- 12.4 If We inform You of an error in the price or description of the Subscription You have purchased or the relevant Paid Content that We make available and You wish to end the Contract as a result, You may end it immediately. If You end the Contract for this reason, We will issue You with a partial refund corresponding to the unexpired period of the relevant Subscription extending beyond the termination date of the Contract.
- 12.5 You also have the right to end the Contract if We are in material breach of any term of the Contract which is either irremediable or, if it is remediable, We do not remedy it within 7 days of You notifying Us of the breach. If You end the Contract for this reason, We will issue You with a partial refund corresponding to the unexpired period of the relevant Subscription extending beyond the termination date of the Contract. For more details of Your legal rights in such circumstances, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

- 12.6 If you wish to exercise Your right to end the Contract under this clause 12, You may inform Us of Your termination of the Contract by using the cancellation form in Our Websites and/or Our Apps, by email or by post. Such termination is effective from the date on which You inform Us that You wish to terminate the Contract. If You contact Us directly to terminate the Contract, please use the following details:
- Telephone: see Contact page on Our Websites
Email: consumer.sales@retrogreen.co.uk
Post: Upperwood, Pottery Lane, Inkpen, Hungerford RG17 9QA
- in each case, providing Us with Your name, address, email address, telephone number, and Subscription ID.
- 12.7 We may ask You why You have chosen to terminate the Contract and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.
- 12.8 Refunds under this clause 12 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to terminate the Contract.
- 12.9 Refunds under this clause 12 will be made using the same payment method that You used when You purchased the relevant Subscription.

13. We End the Contract

- 13.1 We reserve the right to terminate the Contract, the relevant Subscription You have purchased and Your access to the relevant Paid Content at any time without notice for any reason whatsoever (provided that no further fees shall accrue for the terminated Contract and Subscription after the date of such termination). If we terminate the Contract and the relevant Subscription You have purchased under this clause 13.1 and You have pre-paid for the unexpired period of the Subscription extending beyond the termination date of the Contract, we shall refund You a pro-rata amount in respect of the pre-paid fees for that unexpired period.
- 13.2 Without prejudice to the generality of the above, We reserve the right to terminate the Contract, the relevant Subscription You have purchased and Your access to the relevant Paid Content at any time immediately on giving You notice:

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

13.2.1 in the event that You are or We reasonably suspect You to be in material breach of any term of this Contract (which shall include, without limitation, where payments due from You are overdue by 14 days or more) which is either irremediable or, if it is remediable, You do not remedy it within 7 days of Us notifying You of the breach; or

13.2.2 if You file for bankruptcy or are bankrupt, go into liquidation (whether compulsory or voluntary) otherwise than for the purposes of a bona fide amalgamation or reconstruction, or an administrator or receiver or similar officer is appointed over the whole or any part of your assets, or You enter into any arrangement for the benefit of or compound with your creditors generally, or threaten to do any of these things, or any judgement is made against You, or any similar occurrence under any jurisdiction affects You.

If we terminate the Contract, the relevant Subscription You have purchased and Your access to the relevant Paid Content under this clause 13.2 and if you have prepaid for a period of the Subscription extending beyond the termination date of the Contract, you will not be entitled to any refund.

14. Our Liability to Consumers

14.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

14.2 The Paid Content is intended for non-commercial use only. We make no warranty or representation that the Paid Content is fit for commercial, business or industrial use of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

14.3 If, as a result of Our failure to exercise reasonable care and skill, any content (including but not limited to Paid Content) accessed from Our Websites and/or Our Apps damages Your device or other content belonging to You, We will either repair the damage or pay You appropriate compensation. Please note that We will not be liable under this provision

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

if:

- 14.3.1 We have informed You of the problem and provided a free update designed to fix it, but You have not applied the update; or
 - 14.3.2 The damage has been caused by Your own failure to follow Our instructions; or
 - 14.3.3 Your device does not meet any relevant minimum system requirements that We have made You aware of before You purchased Your Subscription.
- 14.4 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or subcontractors); or for fraud or fraudulent misrepresentation, or for any other matter in respect of which liability cannot be excluded or restricted by law.
- 14.5 Nothing in these Terms of Sale seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

15. Events Outside of Our Control (Force Majeure)

- 15.1 We will not be responsible or liable if You are unable to access any Paid Content due to any failure or delay in performing Our obligations under the Contract resulting from any cause beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic or other natural disaster, or any other similar or dissimilar event or circumstance that is beyond Our reasonable control.
- 15.2 If any event described under this clause 15 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
- 15.2.1 We will inform You as soon as is reasonably possible;
 - 15.2.2 We will take all reasonable steps to minimise the delay;
 - 15.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

be extended accordingly;

15.2.4 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Paid Content as necessary;

15.2.5 If an event outside of Our control occurs and continues for more than 1 month and You wish to end the Contract as a result, You may inform Us of Your termination of the Contract by using the cancellation form in Our Websites and/or Our Apps, by email or by post. Such termination is effective from the date on which You inform Us that You wish to terminate the Contract. If You contact Us directly to terminate the Contract, please use the following details:

Telephone: see Contact page on Our Websites

Email: consumer.sales@retrogreen.co.uk

Post: Upperwood, Pottery Lane, Inkpen, Hungerford RG17 9QA

in each case, providing Us with Your name, address, email address, telephone number, and Subscription ID.

16. Complaints and Feedback

16.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

16.2 All complaints are handled in accordance with Our complaints handling policy and procedure.

16.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

Telephone: see Contact page on Our Websites

Email: consumer.sales@retrogreen.co.uk

Post: Upperwood, Pottery Lane, Inkpen, Hungerford RG17 9QA

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

17. How We Use Your Personal Information (Data Protection)

- 17.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation.
- 17.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our [Privacy Policy](#) and [Cookie Policy](#).

18. Other Important Terms

- 18.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.
- 18.2 You may not transfer (assign) Your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 18.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 18.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 18.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 18.6 We may revise these Terms of Sale from time to time, whether in response to changes in relevant laws and other regulatory requirements or otherwise. If We change these Terms of Sale in any material respect(s) insofar as they relate to the Subscription You have purchased, We will give You reasonable advance notice of the change(s) and provide details of

TC04 Website Consumer Subscription Terms of Sale



Last updated on 30th November 2023

how to cancel the Subscription You have purchased under clause 4.11 above and/or terminate the Contract under clause 12.1 above if You are not happy with the change(s).

19. Law and Jurisdiction

- 19.1 These Terms of Sale, 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.
- 19.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms of Sale, the Contract, 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.