

# Website Terms and Conditions



Circularity (we/us) helps obligated producers and re-processors to trade PRNs required for packaging compliance in the UK. Please read these Website Terms carefully before using our Website.

## 1. INTERPRETATION

1.1 Unless otherwise defined herein, defined terms used in these Website Terms will have the meanings set out in the Schedule.

1.2 This Website is a site operated by Ecosurety (company number 04713606) a limited company registered in England and Wales whose registered and main trading address is 1190 Park Avenue, Aztec West, Bristol, BS32 4FP.

## 2. TERMS OF WEBSITE USE

2.1 These Website Terms (together with the documents referred to in them) tell you the terms of use on which you may make use of our Website, whether as a guest or a registered user.

2.2 Use of our Website includes accessing, browsing, or registering to use our Website.

2.3 Please read these Website Terms carefully before you start to use our Website, as they will apply to your use of our Website. We recommend that you print a copy for future reference.

2.4 By using our Website, you confirm that you accept these Website Terms and that you agree to comply with them.

2.5 If you do not agree to these Website Terms, you must not use our Website.

## 3. OTHER APPLICABLE TERMS

3.1 These Website Terms refer to the following additional terms, which also apply to your use of our Website:

- a) our T&Cs
- b) our Privacy Policy

## 4. CHANGES TO THESE TERMS

4.1 We may revise these Website Terms at any time by amending this page.

4.2 Please check this page from time to time to take notice of any changes we make, as they are binding on you.

## 5. CHANGES TO OUR WEBSITE

5.1 We may update our Website from time to time, and may change the content at any time.

5.2 Please note that any of the content on our Website may be out of date at any given time, and we are under no obligation to update it.

5.3 We do not guarantee that our Website, or any content on it, will be free from errors or omissions.

## 6. ACCESSING OUR WEBSITE

6.1 Parts of our Website are made available free of charge. Some functions and areas are subject to registration and other fees.

6.2 We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted.

6.3 Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice. We will not be liable to you if for any reason our Website is unavailable at any time or for any period.

6.4 You are responsible for making all arrangements necessary for you to have access to our Website.

6.5 You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Website Terms and other applicable terms and conditions, and that they comply with them.

6.6 Our Website is directed to people residing in the United Kingdom. We do not represent that content available on or through our Website is appropriate or available in other locations. We may limit the availability of our Website or any service or product described on our Website to any person or geographic area at any time. If you choose to access our Website from outside the United Kingdom, you do so at your own risk.

## 7. YOUR ACCOUNT AND PASSWORD

7.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not share or disclose it to any third party.

7.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time if we have reason to believe that you may be acting in breach of these Website Terms, our T&Cs or our Privacy Policy.

7.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@circularity.com](mailto:info@circularity.com).

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

8.2 You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our Website.

8.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

8.4 You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors and our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

8.6 If you print off, copy or download any part of our Website in breach of these Website Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 9. NO RELIANCE ON INFORMATION

9.1 The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

9.2 We make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete, verified or up-to-date.

## 10. LIMITATION OF OUR LIABILITY

10.1 Nothing in these Website 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.

# Website Terms and Conditions



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

10.3 We will not be liable to any user 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:

- a) use of, or inability to use, our Website; or
- b) use of or reliance on any content displayed on our Website.

10.4 Without prejudice to the generality of 10.2 and 10.3 above, we will not be liable for:

- a) loss of profits, sales, business, or revenue;
- b) business interruption;
- c) loss of anticipated savings;
- d) loss of business opportunity, goodwill or reputation; or
- e) any indirect or consequential loss or damage.

10.6 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any website linked to it.

10.7 We assume no responsibility for the content of websites linked on our Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## 11. UPLOADING CONTENT TO OUR WEBSITE AND COMMUNICATIONS

11.1 Whenever you make use of a feature that allows you to upload content to our Website, or to make contact with other users of our Website, you must comply with the spirit and letter of content standards set out in this clause:

You may not use the Website:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Website Terms.
- To advertise, promote, market solicit orders for or offer to buy, sell, lease or license products, goods and facilities.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To stalk or harass anyone.
- For the purpose of harming or attempting to harm any person in any way.
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- To harvest, aggregate, mine, copy or otherwise collect information about others, including but not limited to names, email addresses, passwords, telephone numbers and usage information without their consent.
- To attempt to gain unauthorised access to, tamper with, modify or hack into any server, web site, web domain or any other online facility owned or operated by us.

Your contributions and communications must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK.

Your contributions and communications must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- State expressly or imply that any statements you make are endorsed by or emanate from us without our specific prior written consent.

11.2 You warrant that any such contribution or communication does comply with the above standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

11.3 Any content you upload to our Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Website a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you licence to us are described in clause 12 (Rights you licence).

11.4 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

11.5 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our Website.

11.6 We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with the content standards set out in Clause 11.1.

# Website Terms and Conditions



11.7 The views expressed by other users on our Website do not represent our views or values.

11.8 You are solely responsible for securing and backing up your content.

## 12. RIGHTS YOU LICENCE

12.1 When you upload or post content to our Website ("User Generated Content"), you grant us a perpetual, worldwide, non-exclusive royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that User Generated Content in connection with our Website our services and across different media and also to use that User Generated Content for the purposes of promoting our Website and our services.

12.2 In relation to User Generated Content, you also grant a perpetual, worldwide, non-exclusive royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that User Generated Content to third parties authorised by us to use the User Generated Content for their purposes or in relation to the functionality of the Website. Without prejudice to clause 10 (Limitation of our liability), we shall not be liable for the use of User Generated Content by third parties.

## 13. Viruses

13.1 We do not guarantee that our Website will be secure or free from bugs or viruses.

13.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our Website. You should use your own virus protection software.

13.3 You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

13.4 You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website.

13.5 You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.

13.6 By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

## 14. LINKING TO OUR WEBSITE

14.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

14.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

14.3 You must not establish a link to our Website in any website that is not owned by you.

14.4 Our Website must not be framed on any other Website, nor may you create a link to any part of our Website other than the home page.

14.5 We reserve the right to withdraw linking permission without notice.

14.6 The website in which you are linking must comply in all respects with the content standards set out in clause 11.1.

14.7 If you wish to make any use of content on our Website other than that set out above, please contact [info@circularity.com](mailto:info@circularity.com).

## 15. THIRD PARTY LINKS AND RESOURCES IN OUR WEBSITE

15.1 Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

## 16. APPLICABLE LAW

16.1 These Website Terms and Conditions, their subject matter and their formation, are governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction.

## 17. CONTACT US

To contact us, please email: [info@circularity.com](mailto:info@circularity.com)

Thank you for visiting our Website.

## SCHEDULE- DEFINITIONS

Ecosurety Limited (Company number 04713606) registered at 1190 Park Avenue, Aztec West, Bristol, BS32 4FP.

Privacy Policy means the policy accessible through the Privacy Policy link on the Website which sets out details about how we collect and process data, as well as how we ensure privacy and our use of cookies.

T&Cs means our terms and conditions set out [here](#) which govern the terms on which access may be had to our wide range of waste and environmental products and services.

Website means [www.circularity.com](http://www.circularity.com) and any other websites operated by us from time to time.