

# Acceptable use policy

Version 2.1

Updated 17 May 2018

This Acceptable Use Policy (“**this Policy**”) is a legal agreement between the user of our Site & App (defined below) (**you**) and Pure Planet Limited, a company registered in England under company number 09735688 with a registered office address at 2nd Floor, Northgate House, Bath BA1 1RG (**us** or **we**).

This Policy governs your access to and use of the following, which together are referred to as the “**Site & App**”:

- (i) the Pure Planet website at <https://purepla.net/> (**Website**),
- (ii) the Pure Planet Community at <https://community.purepla.net/> (**Community**) and/or
- (iii) the Pure Planet mobile application that is available at the Apple App Store or Google Play Store (**App Store**),

together with any data supplied with any of the foregoing.

We licence use of the Site & App to you subject to the terms set out in this Policy and subject to any rules or policies applied by the App Store operator from whom you have downloaded the Pure Planet mobile application (**App Store Rules**).

## Operating system requirements

Use of the App requires a mobile device with internet access and a minimum operating system of either iOS 9 or Android 5 (lollipop). Other operating systems are not supported.

## Important notices

- (i) By accessing the Website, registering with the Community, downloading the App or clicking on the "accept" button below, you agree to the terms of this Policy, which will be legally binding. In particular, your attention is drawn to the Privacy Policy (found under Legals in the App) and limitations on liability in condition 9.
- (ii) If you do not agree to the terms of this Policy, we will not licence the Site & App to you and you must stop the downloading or use of the Site and/or App.
- (iii) You are solely responsible for the security of your Pure Planet account, your login and security details and keeping safe your device on which the Pure Planet app is installed. We recommend you have a lock screen with a passcode or fingerprint recognition in place.

## Agreed terms

### 1. Use of the services

- 1.1. The terms of this Policy apply to your use of the Site & App and any of the services accessible through the Site & App ("Services") including any updates or supplements to the Site & App or Services. This Policy has been entered into on the date that you clicked to confirm your acceptance of its terms and/or when you downloaded or commenced use of the website.
- 1.2. Where you have purchased energy from us via the App then the terms of the agreement between us and you for the supply of that energy ("**Energy Contract**") will take priority in the event of any conflict with this Policy. If any open-source software is included in the Site & App or any Services, the terms of an open-source licence may override some of the terms of this Policy.
- 1.3. We reserve the right, in our sole discretion, to revise this Policy at any time. The new terms of this Policy may be displayed on-screen and by continuing to access or use our Services after those revisions become effective, you agree to be bound by the revised terms. You are responsible for regularly reviewing this Policy and any alterations to the same. By using the Site & App, you agree to become bound by any such revisions made from time to time.
- 1.4. From time to time, updates to the Site & App may be issued through the App Store. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the Site & App and accepted any changes to this Policy.
- 1.5. You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in paragraph A above ("**Device(s)**") and to download or stream a copy of the Site & App onto the Devices. You and/or they may be charged by service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this Policy for the use of the Site & App or any Services on or in relation to any Device, whether or not it is owned by you.
- 1.6. We only use any Personal Data (as defined in the Privacy Policy) we collect through your use of the Site & App and Services in the ways set out in our privacy policy, the terms of which are available in the App under Legals ("**Privacy Policy**") and which are incorporated into this Policy by reference. By using the Site & App or any Services, you understand that internet transmissions are never completely private or secure. You understand that any message or information you send using the Site & App or any Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.7. By using the Site & App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services.
- 1.8. The Site & App or any Services may contain links to other independent third-party websites ("**Third-party Sites**"). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

### 2. Grant and scope of licence

- 2.1. Except to the extent set out in this Policy, we are the owner or licensee of all intellectual property rights (including copyright, trademarks, and database rights, in and to our Services and Site & App. The contents of our Site & App including its "look and feel" are protected by copyright laws and treaties around the world. All such rights are reserved by us.

- 2.2. You must not use the Site & App, or use any part of the content on the Site & App for commercial purposes other than as expressly agreed by us.
- 2.3. In consideration of you agreeing to abide by the terms of this Policy, we grant you a non-transferable, non-exclusive licence to use the Site & App on the Devices, subject to this Policy, the Privacy Policy and the App Store Rules, incorporated into this Policy by reference. We reserve all other rights.
- 2.4. You may download or stream a copy of the Site & App onto any number of Devices and you can view, use and display the Site & App on the Devices for purposes described at [www.purepla.net](http://www.purepla.net)
- 2.5. You acknowledge that you will lose your right of withdrawal once the download or streaming of the digital content has begun.

### **3. Uploading content**

- 3.1. The uploading of content to the Site & App is only permitted by members of the Community. If you upload content to the Site & App ("Content"), you will be solely responsible for that Content. You agree not to submit any Content to the Site & App that:
  - 3.1.1. infringes any intellectual property rights;
  - 3.1.2. is in breach of confidence or privacy;
  - 3.1.3. is false, misleading, defamatory, discriminatory, threatening or offensive;
  - 3.1.4. is likely to cause someone anxiety or distress;
  - 3.1.5. encourages violence or racial or religious hatred;
  - 3.1.6. encourages or teaches conduct that is a criminal offence;
  - 3.1.7. gives rise to civil liability; or
  - 3.1.8. is otherwise unlawful.
- 3.2. Any Content you upload to the Site & App will be considered non-confidential. You retain all of your ownership rights in your Content, but by uploading Content to the Site & App, you automatically grant, and you represent and warrant that you have the right to grant, to us an irrevocable licence to use, copy, display and store Content you submit and to edit, modify, and prepare derivative works of, or incorporate into other works, such Content, and grant and authorise sublicences of the foregoing to third parties. For example purposes only, we may:
  - 3.3. use, modify, display, distribute and create new material using Content to provide the Services to you including displaying directly targeted ads to you;
  - 3.4. analyse Content to provide information about third party products or services that you might find interesting; and
  - 3.5. use the Content to create and analyse aggregated data about you, provided that it is anonymised aggregated data.
- 3.6. You agree to comply with all instructions issued by us regarding use of any content accessible via the Site & App, regardless of whether it is your Content or content uploaded by others.
- 3.7. We will not be responsible or liable to you or any third party for your Content or any content posted by any other user of the Site & App. We reserve our right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to the Site & App constitutes a violation of their

intellectual property rights, or of their right to privacy.

- 3.8. We reserve the right to remove any Content you post on the Site & App if, in our opinion, your post does not comply with this Policy, or as required by law.
- 3.9. The views expressed by other users on the Site & App do not represent those of Pure Planet, its management or employees. We are not responsible for and disclaim all liability for Content and comments contributed by users.
- 3.10. Anyone aged 18 or under must seek parental/guardian consent before uploading Content to the Site & App.
- 3.11. You shall not store, modify, transmit, distribute, broadcast, or publish any part of Content other than in compliance with our instructions. The re-selling, copying or incorporation into any other work or part of all of the Content in any form is prohibited save that you may print or download extracts of Content for your personal use only.
- 3.12. You are solely responsible for evaluating the accuracy and completeness of any Content and the value and integrity of goods and services offered by third parties over the Site & App.
- 3.13. You understand that by uploading Content to our Community, your post/comment can be traced to your specific user account containing your email address, username, date and time of signup and IP address at date and time of posting.

#### **4. Licence restrictions**

Except as expressly set out in this Policy or as permitted by any applicable law, you agree:

- 4.1. not to copy the Site & App except where such copying is incidental to normal use of the Site & App, or where it is necessary for the purpose of backup or operational security;
- 4.2. not to rent, lease, sublicense, loan, translate, merge, adapt, vary or modify the Site & App;
- 4.3. not to make alterations to, or modifications of, the whole or any part of the Site & App, or permit the Site & App or any part of it to be combined with, or become incorporated in, any other programs;
- 4.4. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Site & App or attempt to do any such thing except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Site & App with another software program, and provided that the information obtained by you during such activities:
  - 4.4.1. is used only for the purpose of achieving interoperability of the Site & App with another software program;
  - 4.4.2. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - 4.4.3. is not used to create any software that is substantially similar to the Site & App;
- 4.5. to keep all copies of the Site & App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Site & App;
- 4.6. to include our copyright notice on all entire and partial copies you make of the Site & App on any medium; and
- 4.7. not to provide or otherwise make available the Site & App in whole or in part (including object and

source code), in any form to any person without prior written consent from us.

4.8. together “Licence Restrictions”.

## 5. Confidentiality

5.1. We will take all reasonable steps to ensure that any information you provide to us via the Site & App is kept confidential by us except in relation to Content that you upload to the Community. However, you agree not send any confidential information through the Site & App which is not essential to your use of the Services. We are not responsible for any harm caused to you or any other third party as a result of a breach of confidentiality in relation to your use of the Site & App. By sending us information, you grant us an unrestricted, perpetual, irrevocable and non-exclusive licence to use that information for the purpose of enabling us to provide, and improving our provision of, the Services. Please see our Privacy Policy for further information about our use of your Personal Data.

## 6. Acceptable use restrictions

You must not do the following:

- 6.1. use the Site & App or any Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Policy, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Site & App, any Services or any operating system;
- 6.2. infringe our intellectual property rights or those of any third party in relation to your use of the Site & App;
- 6.3. transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Site & App or any Services;
- 6.4. use the Site & App or any Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- 6.5. collect or harvest any information or data from any Services or our systems or attempt to decipher any transmissions to or from the servers running any Services; and
- 6.6. not use information made available via the Services for commercial purposes

The provisions in this Clause 6 are together referred to as “**Acceptable Use Restrictions**”.

## 7. Intellectual Property Rights

- 7.1. You acknowledge that all intellectual property rights in the Site & App and the technology anywhere in the world belong to us or our licensors, that rights in the Site & App are licenced (not sold) to you, and that you have no rights in, or to, the Site & App or the technology other than the right to use each of them in accordance with this Policy.
- 7.2. You acknowledge that you have no right to have access to the Site & App in source-code form.

## 8. No Warranty

- 8.1. While we take reasonable steps to the Services function properly and in accordance with your requirements, we and our service providers make no warranty that:
  - 8.1.1. the Services will meet your requirements;

- 8.1.2. the Services will be uninterrupted, timely, secure, or error-free;
  - 8.1.3. the results that may be obtained from the use of the Services will be accurate, reliable or completely up to date;
  - 8.1.4. the quality of any products, services, information, or other material obtained by you through the Services will meet your expectations; or
  - 8.1.5. any errors in the technology will be corrected.
- 8.2. Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us through or from the Services will create any warranty not expressly stated in this Policy.
- 8.3. All conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Policy, whether by statute, common law, or otherwise, are, to the extent permitted by applicable law, hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill or care.

## **9. Limitation of liability**

- 9.1. You acknowledge that the Site & App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Site & App meet your requirements.
- 9.2. We recommend that you backup any data used in connection with the Site & App to protect yourself in case of problems with the Site & App or the Services.
- 9.3. You agree not to use the Site & App for resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.4. 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:
- 9.4.1. use of, or inability to use, our Services or the Site & App; or
  - 9.4.2. use of or reliance on any content displayed on the Site & App
- 9.5. 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 Services or the Site & App or due to your downloading of any content on it, or on any website linked to it.
- 9.6. We assume no responsibility for the content of websites linked on the Site & App. 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.
- 9.7. Our maximum aggregate liability under or in connection with this Policy (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to GBP £100. This does not apply to the types of loss set out in condition 9.8.
- 9.8. Nothing in this Policy shall limit or exclude our liability for:

- 9.8.1. death or personal injury resulting from our negligence;
- 9.8.2. fraud or fraudulent misrepresentation; and
- 9.8.3. any other liability that cannot be excluded or limited by English law.

## **10. Indemnification**

You agree to indemnify, defend and hold harmless us, our affiliates, subsidiaries, agents, officers, employees, contractors, suppliers, successors and assigns from and against any claims, demands and liability, including, but not limited to, reasonable legal fees arising out of:

- 10.1. any information or content howsoever provided by you to us and/or our affiliates;
- 10.2. your use of or inability to use the Site & App;
- 10.3. your breach of this Policy;
- 10.4. your misrepresentations, negligence or wilful misconduct; and/or
- 10.5. your violation of any applicable laws, rules or regulations when using the Site & App.

## **11. Variation of or suspension of the services**

We reserve the right to change or discontinue, temporarily or permanently, the Services at any time without notice. You agree that we shall not be liable to you or any third party for any modification or discontinuance of the Services.

## **12. Termination**

- 12.1. We may terminate this Policy immediately by written notice to you:
  - 12.1.1. if you commit a material or persistent breach of this Policy which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
  - 12.1.2. if you breach any of the Licence Restrictions or the Acceptable Use Restrictions;
  - 12.1.3. if we are unable to continue to provide the Services; or
  - 12.1.4. in the event of a termination of the Energy Contract.
- 12.2. On termination for any reason:
  - 12.2.1. all rights granted to you under this Policy shall cease;
  - 12.2.2. you must immediately cease all activities authorised by this Policy, including your use of any Services;
  - 12.2.3. you must immediately delete or remove the Site & App from all Devices, and immediately destroy all copies of the Site & App then in your possession, custody or control and confirm to us that you have done so;

- 12.2.4. we will cease providing you with access to the Services; and
  - 12.2.5. our obligations in respect of the retention or deletion of any information or content you have provided to us or the Site & App shall be governed by the terms of the Privacy Policy.
- 12.3. You will normally be given advance notice (by email) if your use of the Services is going to be suspended. Such notice will tell you why such action is being taken. Please note that you will not receive notice or details of why the action is being taken if this would compromise reasonable security measures or if it is unlawful to do so.
  - 12.4. Accounts that remain inactive for more than 6 months may be subject to automatic cancellation. Once your account is cancelled (whether by you or us), you will no longer be able to access your account or any Content you have submitted to the Site & App.
  - 12.5. We will not be liable to you or to any third party for the suspension or termination of your account or your access or use of the Services. Once your account is terminated, you understand and acknowledge that we will have no further obligation to provide the Services to you or provide you with access to any of your account information or Content.

### **13. Communication between us**

- 13.1. If you wish to contact us in writing, or if any condition in this Policy requires you to give us notice in writing, you can send this to us by e-mail to [help@purepla.net](mailto:help@purepla.net), or by post to us at 2nd Floor, Northgate House, Bath BA1 1RG. We will confirm receipt of this by contacting you in writing, normally by email.
- 13.2. If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your request for the Site & App.
- 13.3. If you think the Site & App or the Services are faulty and you wish to contact us, please email us at [help@purepla.net](mailto:help@purepla.net).
- 13.4. If you fail, or any other person accessing or using your Pure Planet account or your login fails, to comply with this policy we require you to:
  - 13.4.1. immediately notify us of the breach;
  - 13.4.2. cease any subsisting non-compliance; and
  - 13.4.3. use your best efforts to remedy the breach.

### **14. Events outside our control**

- 14.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Policy that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks ("Event Outside Our Control").
- 14.2. If an Event Outside Our Control takes place that affects the performance of our obligations under this Policy:
  - 14.2.1. our obligations under this Policy will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
  - 14.2.2. we will use our reasonable endeavours to find a solution by which our obligations under this Policy may be performed despite the Event Outside Our Control.

### **15. Other important terms**



- 15.1. We may transfer our rights and obligations under this Policy to another organisation, but this will not affect your rights or our obligations under this Policy.
- 15.2. You may only transfer your rights or obligations under this Policy to another person if we agree in writing.
- 15.3. This Policy does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 15.4. If we fail to insist that you perform any of your obligations under this Policy, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 15.5. Each of the conditions of this Policy operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 15.6. In case of any dispute or disagreement that may arise between the parties relating to this Policy, both parties submit to the jurisdiction of the English courts.
- 15.7. This Policy is governed by English law.