

# ZERO FIFTY

## OUR TERMS OF USE

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Our website contains a huge amount of content, created both by ourselves, and other users who have visited our website. These Terms of Use, together with any other documents referred to, set out the terms and conditions under which you may use our website, [www.zero-fifty.com](http://www.zero-fifty.com), and the content it contains. Please read Our Terms of Use carefully and ensure that you understand them, as by using our website, you are deemed to accept Our Terms of Use in their entirety. If you do not agree to our Terms of Use, please stop using our website immediately. Lastly, if you have any questions about our Terms of Use, please don't hesitate to send us a message at [david-and-alexa@zero-fifty.com](mailto:david-and-alexa@zero-fifty.com).

## WHO ARE WE?

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We are SUPER RADICAL LTD, a company limited by shares registered in England under 08672828, whose registered address and main trading address is Two Vine Street, York, North Yorkshire, YO23 1BB. We are both the writers and the publishers of ZERO-FIFTY - an all-encompassing global solution to climate change. We also own and operate the website, [www.zero-fifty.com](http://www.zero-fifty.com).

## WHEN WERE YOUR TERMS OF USE OF USE CREATED?

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Our Terms of Use were created on the 1st May 2017. Since their creation, there have been no further amendments.

From time to time, we may need to update Our Terms of Use because of a change in the website's functionality or the applicable laws. When we do so, we will log the changes here. You are therefore advised to check Our Terms of Use page from time to time. Any such changes will go into effect 30 days after the new terms have been posted.

## WHAT DO YOUR TERMS OF USE COVER?

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Our Terms of Use, together with any other documents referred to, cover your use of our website and the content it contains. Specifically, they do not apply to purchases of the 'ZERO-FIFTY' book, purchases of the 'ZERO-FIFTY' app or donations to 'ZERO-FIFTY'. The Terms and Conditions related to the book can be found on the 'Buy the Book' page, the Terms and Conditions related to the app can be found within the app, and the Terms and Conditions related to donations can be found on the 'Donation' page.

## WHAT IS THE EXTENT OF YOUR LIABILITY?

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Our website, and the content contained within our website, have been created solely to demonstrate the potential of a future free of manmade carbon emissions. While our best efforts have been made in the creation, research, and preparation of our website and the content it holds, we are not offering it as advice, we do not make any warranties, representations or guarantees, and we do not assume any liability, whether foreseeable or otherwise, arising out of or in connection with the use of our website or the content that it holds. Further to this, the topics covered within the content on this website are in a constant state of flux. As such, we make no representations, guarantees or warranties that the information presented within our website is current, up to date or correct. Lastly, while we try our utmost to ensure both the content within our website and the content we reference is accurate, complete and unbiased, we do not offer any warranties, guarantees or representations, nor do we assume any liability if this is not the case.

With regards to user content, we have limited control of the content that is submitted, and content submitted is only checked if a complaint is made. As such, we do not make any warranties, representations or guarantees for user content, nor do we assume any liability for damages, whether foreseeable or otherwise, arising out of or in connection with the use of user content on our website.

With regards to security, we accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs due to your use of our website. This includes the downloading of any content from our website or any other website referred to on our website. It is your responsibility to protect your hardware, software, data and other material from viruses, malware, and other internet security risks.

Nothing in these Terms of Use excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted under English law. Furthermore, if, due to our failure to exercise reasonable care and skill, any digital content from our site damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For full details of your legal rights as a consumer, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

If you find any content on our website that you believe is inaccurate, misrepresentative, or simply incorrect, please get in touch, and where relevant and possible, we will rectify the error or oversight and inform those who have purchased ZERO-FIFTY of the error or oversight.

## DO I HAVE TO PAY TO USE YOUR WEBSITE?

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Access to our website is free of charge, and no part of our website requires payment for general use. You are provided with the option to make a payment to purchase a copy of ZERO-FIFTY or make a donation to assist with the work we are doing.

Please be aware, it is your responsibility to make all arrangements necessary to access our website, and we make no warranty or representation that the website will be compatible with all systems, or that it will be secure. Furthermore, access to our website is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue our website, or any part of it, at any time and without notice. Please be aware, if we choose to do this, we will not be liable to you in any way.

## IN WHAT WAYS CAN I USE THE CONTENT FOUND ON YOUR SITE?

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All content included on our website, unless uploaded by users or specifically labelled otherwise, belongs to us. This includes all text, graphics, logos, icons, images, audio, video, scripts, page layouts, databases, underlying code, software and any other form of information capable of being stored on a computer that appears on, or forms part of, our website.

By continuing to use our website, you acknowledge that such material is protected by both the United Kingdom and international intellectual property laws.

You may access, view and use our website, download our website for caching, save pages from our website for offline viewing and submit user content in accordance with the other clauses set out in these Terms and Use.

You may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use content from our website unless given express written permission to do so by us.

Further to this, you may not systematically copy content from our website with a view to creating or compiling any form of comprehensive collection, compilation, directory, or database unless given our express permission to do so.

For content that has been labelled as being created by another party, you must abide by both our Terms of Use and the Terms of Use of the other parties. Please be aware, the Terms of Use of the other parties have not been included within our website and as such, you will have to conduct your own research to establish whether you can use this content in the manner that you desire.

Nothing in these Terms of Use limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works'. This includes making personal copies for private use, research and study. It also includes making copies for non-commercial research, criticism, review, quotation, news reporting, caricature, parody or pastiche.

## DOES YOUR SITE LINK TO OTHER WEBSITES?

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Links to other sites may be included on our website. Please be aware, unless expressly stated, these sites are not under our control and as such, we have no control over the content on these websites. As such, we do not assume nor accept responsibility or liability for the content within these websites. Please also be aware,

the inclusion of a link to another website does not imply any endorsement of the website or the authors by us or our website.

## CAN I LINK TO YOUR WEBSITE?

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You are welcome to link to our home page - [www.zero-fifty.com](http://www.zero-fifty.com) - provided you do so in a fair and legal manner that does not suggest any form of association with us, that does not damage our reputation, and that does not indicate endorsement or approval by us where none exists.

Please avoid linking to any other pages, images, videos, audio, scripts, databases, underlying code and software within our website. This is to avoid content within ZERO-FIFTY being read out of context.

Please also refrain from linking to our website from any website that contains the following:

- Content that is sexually explicit.
- Content that is obscene, deliberately offensive, hateful or otherwise inflammatory.
- Content that promotes violence.
- Content that promotes or assists in any form of unlawful activity.
- Content that discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age.
- Content that is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person.
- Content that is calculated or is otherwise likely to deceive.
- Content that is intended or otherwise likely to infringe or threaten to infringe another person's right to privacy.
- Content that misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive.
- Content that implies any form of affiliation with us where none exists.
- Content that infringes, or assists in the infringement of, the intellectual property rights including, but not limited to, copyright, patents, trademarks and database rights of any other party.
- Content that is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

Lastly, you are not entitled to frame or embed any part of our website on another website under any circumstances.

## CAN I REFERENCE CONTENT ON YOUR WEBSITE?

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If referencing any content on our website, please ensure you also reference the authors (David James-Arnold and Alexa James-Ratzlaff), the ZERO-FIFTY book and app, the authors' company (SUPER RADICAL LTD), the page number where relevant and our website ([www.zero-fifty.com](http://www.zero-fifty.com)).

## WHAT LIABILITIES DO I ACCEPT WHEN UPLOADING CONTENT?

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You will be solely responsible for any content that you submit to us. Specifically, you represent and warrant that you have the right to submit the content and that all such content will comply with our definition of 'Acceptable Usage'.

Where the content you submit does not comply with our definition of 'Acceptable Usage' 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. You will also be responsible for any loss or damage suffered by us.

When you submit any content, you grant us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, worldwide licence to use, store, archive, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your user content. Furthermore, you grant other users the right to copy and quote your content within our website.

We may remove any content submitted to our website where, in our opinion, it violates our definition of 'Acceptable Usage'. We may also remove any content if we receive a complaint from a third party.

If you wish to remove any content that you submit to our website, please send us a request. Depending on the circumstances, we will either anonymise the submitted content or delete the content entirely. Please note that cached copies or references to your submitted content may not be immediately anonymised/deleted or may not be anonymised/deleted at all if it is outside of our control.

# WHAT DO YOU DEFINE AS 'ACCEPTABLE USAGE'?

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When using our website, you must ensure that you fully comply with all local, national or international laws and regulations.

Furthermore, you must not use our website in any way, or for any purpose that is unlawful or fraudulent. You must also ensure that you do not use our website 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. Further to this, you must make no attempt to gain unauthorised access to any part of our website, the server on which our website is stored, or any other server, computer, or database connected to our website.

You must also not attack our website using a denial of service attack, a distributed denial of service attack, or by any other means. Finally, you must not use our website in any way, or for any purpose, that is intended to harm any person or persons.

By breaching any of the clauses you will likely be committing a criminal offence. 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. Furthermore, your right to use our website will cease immediately.

When submitting user content or communicating using our website, you must not submit any of the following:

- Content that is sexually explicit.
- Content that is obscene, deliberately offensive, hateful or otherwise inflammatory.
- Content that promotes violence.
- Content that promotes or assists in any form of unlawful activity.
- Content that discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age.
- Content that is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person.
- Content that is calculated or is otherwise likely to deceive.
- Content that is intended or otherwise likely to infringe or threaten to infringe another person's right to privacy.
- Content that misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive.
- Content that implies any form of affiliation with us where none exists.
- Content that infringes, or assists in the infringement of, the intellectual property rights including, but not limited to, copyright, patents, trademarks and database rights of any other party.

- Content that is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

If content is submitted that does not conform to our definition of 'Acceptable Usage', or if any of our other Terms of Use are breached, we reserve the right to take the following actions:

- Remove any user content submitted by you.
- Issue you with a written warning.
- Suspend, whether temporarily or permanently, your right to access our website.
- Take legal proceedings against you for reimbursement of any and all relevant costs.
- Take further legal action against you as appropriate.
- Disclose any information to law enforcement authorities as required or as we deem reasonably necessary.
- Any other actions which we deem reasonably appropriate and lawful to the situation at hand.

Please be aware, where actions are undertaken due to a breach of 'Acceptable Usage', we will be excluded from all liability in relation to the actions we undertake.

## DO YOU HAVE ANY OTHER TERMS OR POLICIES?

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The use of our website is also governed by [Our Cookie Policy](#) and [Our Privacy Policy](#). Please ensure you read both these documents carefully and ensure that you understand them as by using our website, you are deemed to accept them both. If you do not agree to either Our Cookie Policy or Our Privacy Policy, please stop using our website immediately.

## WHAT LAWS GOVERN THESE TERMS?

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

If you are a consumer, any disputes concerning these Terms of Use, your relationship with us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

If you are a business, any disputes concerning these Terms of Use, your relationship with 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.

If any of the provisions of these Terms of Use are found to be unlawful, invalid or otherwise unenforceable, by any court or other authority, those provisions shall be deemed severed from these Terms of Use with the remaining Terms of Use still valid and enforceable.

## **WHERE CAN I GET FURTHER INFORMATION?**

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If you have any questions about Our Terms of Use or our website in general, please contact us by email at [david-and-alexa@zero-fifty.com](mailto:david-and-alexa@zero-fifty.com), by telephone on 01904 466 020, or by post at SUPER RADICAL LTD, Two Vine Street, York, North Yorkshire, YO23 1BB, United Kingdom.