

# OE Cloud Standard Terms of Service

Version 1.0

Last update: 29th May 2014

These terms of service ("Terms") cover your use and access to the services of OE Cloud, and websites ("Services") provided by Ecometrica Ltd. Our [Privacy Policy](#) explains how we collect and use your information while our [Acceptable Use Policy](#) outlines your responsibilities when using our Services.

By using our Services, you agree to be bound by these Terms, and to review our [Privacy](#) and [Acceptable Use](#) policies. If you're using our Services for an organisation, you are agreeing to these Terms on behalf of that organisation.

## Your Data & Permissions

When you use our Services, you store content that you own, such as data files, within those Services. Your data and content remain yours. These Terms don't give us any rights to your data and content except for the limited rights that enable us to offer the Services.

These Terms give us permission to host your data and content, back it up, share and publish it when you ask us to. Our Services also provide you with other features like sorting, editing, sharing and searching. These and other features may require our systems to access, store and scan your data and content. You give us permission to do those things, and this permission extends to trusted third parties we work with.

## Sharing Your Data and Content

Our Services let you share your data and content with others, so please think carefully about what you share and what permissions you grant to others.

## Your Responsibilities

You're responsible for your conduct, your data and content, and you must comply with our [Acceptable Use Policy](#). Content in the Services may be protected by others' intellectual property rights. You must not copy, upload, download or share content unless you have the right to do so.

We may review your conduct and content for compliance with these Terms and our [Acceptable Use Policy](#). However, we have no obligation to do so. We are not responsible for the data and content people post and share via the Services and will not accept liability for any decisions you take as a result of content transmitted on our Services.

Please safeguard your password to the Services. Make sure that others don't have access to it, and keep your account information up to date.

Finally, our Services are not intended for leisure use but for academic and business use only. By using our services you are confirming you are either an academic or commercial user.

## **Our data and IP**

The Services are protected by copyright, trademark, and other UK and EU legislation. These Terms don't grant you any right, title or interest in the Services, others' content in the Services, Ecometrica trademarks, logos or other brand features. We welcome feedback on our Services, but note that we may implement suggestions into our Services without any obligation to you.

## **Copyright**

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported using our Cloud Support Helpdesk. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

The Company Secretary  
Ecometrica Ltd  
Kittle Yards, Edinburgh EH9 1PJ  
[mappingsupport@ecometrica.com](mailto:mappingsupport@ecometrica.com)

## **Termination**

You are free to stop using our Services at any time. We also reserve the right to suspend or end the Services at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Services if you are not complying with these Terms, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services. We reserve the right to terminate and delete your account if you haven't accessed our Services for 12 consecutive months or in the event of non-payment for six weeks. We'll of course provide you with notice via the email address associated with your account before we do so.

## **Services "AS IS"**

We strive to provide great Services, but there are certain things that we can't guarantee. To the extent that it is permissible by statute, Ecometrica Ltd make no warranty about the services provided, either express or implied. These services are provided "as is".

## **Limitation of Liability**

The total corporate liability in any circumstance will not exceed the lesser of all sums paid in the previous 12 months for the services or £5000 GBP.

## **Resolving Disputes**

If you have a complaint about the Service you are receiving you agree to draw it to our attention through the Cloud Support Helpdesk and give us reasonable time to resolve the issue with you.

## **Controlling Law**

This agreement is governed under the jurisdiction of English Law.

## **Entire Agreement**

These Terms constitute the entire agreement between you and Ecometrica Ltd with respect to the subject matter of these Terms.

## **Waiver, Severability & Assignment**

If any clause is found inoperable or unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Ecometrica Ltd. may assign its rights to any successor or business associated with the Services.

## **Modifications**

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully changes your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

# **Privacy Policy**

## **Cookies**

We use cookies on Ecometrica.com, EmissionFactors.com, OurImpacts.com, OurEcosystem.com and OE Cloud Services. Cookies are small data files that your internet browser (usually Internet Explorer, Firefox, Chrome, Safari or Opera) places on your computer or smart device. A cookie itself does not contain or collect personal information about you or your use of the internet. However, when you visit one of our websites, the cookies on your computer or device can enable it to deliver a more tailored experience – for example, by remembering your preferences or login information, or by pre-loading content you’ve previously visited to speed up your browsing time.

## **How & Why Ecometrica Uses Cookies: Your Privacy**

Ecometrica categorically does not attempt to infringe on your privacy, and actively take steps to ensure that your privacy is not affected by our use of cookies. We use cookies only in order to remember your choices and preferences, to give you a better user experience by improving our websites and for providing content more accurately suited to your needs.

This means we use cookies in order to remember:

Your browser settings, such as the type of browser you use and what plug-ins you have installed. This keeps us from bothering you every time you enter the website, for example, in order to make sure that you have the necessary software to display any videos or graphics we place on our websites. This also allows us to know how many people are using certain types of software, so that we can adjust our websites to provide the best browsing experience for every visitor.

Your language and region choice. This means that if you have once chosen English as your preferred language this is the default language that will be used when you revisit our website.

Overall visitor movement on and usage of our websites. We do not collect personal data as part of this. We collect statistical data (for example, how many visits a certain page has had each day) so we can optimise our websites. For returning visitors, it will also remember some cached page content which will allow your browser to “pre-load” some content – making your browsing experience much faster.

The only tracking cookies that we use on our websites are analytical, using Google Analytics to capture general usage data on our web pages. This doesn’t capture or store any personal information about you. Ecometrica also uses social sharing buttons for Facebook and Twitter, which allows you to “like” or “tweet” links to articles or pages on our website that you want to share with your friends and followers. Facebook and Twitter may send third party cookies to your device. Ecometrica is not responsible for any cookies these sites use and you should refer to the individual privacy policies of such sites. However, the placement of these third party cookies does not provide Ecometrica with any of your personal or social networking information.

### **Ecometrica Web Forms: Your Privacy**

When you fill out a web form on Ecometrica.com, your information is only stored if your enquiry is regarding either a sales or partnership enquiry with Ecometrica. This is so that we can maintain a two-way dialogue with you throughout the contractual process and makes it easier for us to contact you in the future. Also, if you submit a speculative application on our Careers page, this information will also be stored so that we can contact you in the future should a position become available at Ecometrica. Note that this is not done automatically: your information is sent to us via the website, but the process of storing your information is always done manually to ensure that we don’t store your details in error. If you’re unsure at all about how your data is being stored, you are welcome to email us directly and we will be happy to reassure you: [hello@ecometrica.com](mailto:hello@ecometrica.com).

Any other enquiries submitted through Ecometrica.com web forms (questions, comments, requests and so on) will not result in your information being stored for security purposes, unless you specifically ask that we do so.

### **Deleting or Opting Out of Cookies**

Most browsers automatically accept cookies. You can prevent cookies from being stored on your computer or device by setting your browser to not accept cookies. Some browsers provide a mode where cookies are always deleted after a visit. This is called InPrivate in Internet Explorer version 8 and newer; Incognito in Google Chrome version 10 and newer; Private Browsing in Firefox version 3.5 and newer; Private Browsing in Safari version 2 and newer and Private Browsing in Opera version 10.5 and newer.

You can delete cookies already on your computer or device at any time by using the Settings menu in your browser; the location of this menu differs from browser to browser. If you choose not to accept cookies at all, you can still visit our website – however, when cookies are disabled, we cannot guarantee an optimum experience and there may be content that is not available.

## Acceptable Use Policy

You agree not to misuse the OE Cloud services ("Services"). For example, you must not do, or attempt to do, the following:

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services you haven't been invited to;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- copy, modify, decompile, frame, mirror, download, display, transmit, reverse engineer, duplicate or create derivative works from the Services (in whole or in part) or software which supports it (in whole or in part), except to the extent permitted by any applicable law;
- access or search the Services by any means other than our publicly supported interfaces (for example, "scraping");
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- promote or advertise products or services other than your own without appropriate authorisation;
- abuse the Services in a manner that circumvents their storage space limits;
- sell the Services or Services accounts via unauthorised channels;
- use automated or other means to create accounts in bulk or to access the Services other than by using our official interface and/or APIs;
- publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred;
- violate the law in any way including storing, publishing or sharing material that's fraudulent, defamatory, misleading, or that violates the privacy or infringes the rights of others.