

Terms of Use

These are the terms of use (**Terms**) on which You may use the [Good Grant Application platform] (**the Platform**). Use of the Platform includes accessing, browsing, or registering to use the Platform.

Please read these Terms carefully before you start to use the Platform, as these will apply to your use of the Platform.

By using the Platform, you confirm that you accept these Terms (and documents referred to in them) and that you agree to comply with them.

If you do not agree to these Terms, you must not use the Platform.

1 Other Applicable terms

- 1.1 [Our Privacy Policy](#) describes how we collect, use and look after any personal data that we collect from you, or that you provide to us, when you use the Platform. Please take a moment to read our Privacy Policy so you know what choices you have about the information we may ask you for.
- 1.2 [Our Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.

2 About Us

- 2.1 The Platform is operated by Creative Force Ltd and Ordnance Survey Limited(OS, we, us)
- 2.2 You can contact us by writing to Geovation, Sutton Yard, 4th floor, 65 Goswell Road, London EC1V 7EN or by email at admin@geovation.uk.

3 Changes to these Terms or the Platform

- 3.1 We may revise these Terms at any time.
- 3.2 We do not guarantee that the Platform, or any content on it, will be free from errors or omissions.

4 Use of the Platform and User Registration

- 4.1 In order to use certain parts of the Platform or facilities/functions, you are required to register with a username and password and email address. You must ensure that all information you provide is accurate. If you are under 18 years old you may not register; by registering you represent that you are at least 18 years old. You also accept these Terms as part of the registration process.

5 Your account and password

- 5.1 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 disclose it to any third party.
- 5.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms
- 5.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at admin@geovation.uk

6 Availability of the Platform and information provided

- 6.1 We may suspend or restrict access to the Platform at any time and for any reason, including but not limited to repairs, planned maintenance or upgrades.

- 6.2 We do not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. Access to the Platform is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Platform without notice. We will not be liable to you if for any reason the Platform is unavailable at any time or for any period.
- 6.3 The content on the Platform 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 the Platform.
- 6.4 Although we make reasonable efforts to update the information on the Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on the Platform is accurate, complete or up-to-date.

7 Intellectual Property Rights

- 7.1 In these terms '**User Submissions**' means any content, material or contributions posted on the Platform by users, in any format, including but not limited to any comment, blog, forum or bulletin board entry.
- 7.2 With the exception of User Submissions, we (or where applicable our licensors) own all intellectual property rights in the Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 7.3 You must not do anything to cause us to be in breach of our licence terms for the provision of the Platform.
- 7.4 Except as expressly set out in these Terms, and excluding any User Submissions, you may not otherwise reproduce, copy, modify, reverse-engineer, download, transmit, make publicly available or in any way commercially exploit any content on the Platform.
- 7.5 You are permitted to use the Platform only as authorised by us. As a user, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Platform to create, display, use, play, and download User Submissions subject to these Terms.

8 User Submissions

- 8.1 Whenever you make use of a feature that allows you to upload content to the Platform or make User Submissions, or to make contact with other users of the Platform (**Contribution**), you must comply with the content standards set out in our Acceptable Use policy.
- 8.2 You warrant that any such Contribution does comply with those standards and the standards in Clause 8.4, and you will be liable to us and indemnify us for any breach of that warranty.
- 8.3 Any content you upload to the Platform 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 Platform a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the next paragraph ([Rights you license](#)).
- 8.4 You represent and warrant that: (i) your User Submission is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your User Submission on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. Further, you warrant that: (i) the User Submission will not cause you or us to breach any law, regulation, rule, code or other legal obligation; (ii) the User Submission will not or could not be reasonably considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy (iii) the User Submission will not be unsolicited, undisclosed or unauthorised advertising; (iv) the User Submission does not contain software viruses or any other computer code, files or programs designed to interrupt or limit the functionality of any computer software or hardware, (v) the User Submissions does not bring us or the Platform into disrepute.
- 8.5 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 the Platform constitutes a violation of their intellectual property rights, or of their right to privacy.

- 8.6 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 the Platform.
- 8.7 We have the right to remove any posting you make on the Platform.
- 8.8 The views expressed by other users on the Platform do not represent our views or values.
- 8.9 You are solely responsible for securing and backing up your content.

9 Rights you license

- 9.1 All User Submissions are publicly viewable and non-confidential.
- 9.2 By posting User Submissions and uploading content to the Platform, you are allowing others to see your User Submissions, and to comment on your User Submissions. You should ensure that you are happy to share the information you reveal, and in particular must ensure that it is not confidential, commercially sensitive, or subject to third party Intellectual Property Rights. There are circumstances in which your publication of an idea may prevent you from obtaining protection for related Intellectual Property Rights. We are not responsible for the actions of any third party in relation to your User Submission. We suggest you seek your own legal advice if you are concerned about these issues.
- 9.3 We do not claim ownership of Intellectual Property Rights in User Submissions. However, by submitting or posting any User Submission, you hereby grant a non-exclusive, perpetual, irrevocable, royalty free, worldwide licence:
- i) to us to use, copy, edit, alter, reproduce, publish, broadcast and distribute the whole or any part of the User Submission for and in connection with the operation of the Platform and the Geovation Challenge (including for related publicity purposes); and
 - ii) to all users of the Platform to view, use, download and print copies of the whole or any part of the User Submission for their own use, including the discussion and development of further User Submissions (including where based on your User Submission).
- 9.4 To the extent that you own any Intellectual Property Rights in a User Submission, you shall release us from any and all claims, demands and damages arising from or in connection with the ownership or use of such Intellectual Property Rights.

10 Warranties and Liabilities

- 10.1 Nothing in these 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.
- 10.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Platform 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:
- 10.3.1 use of, or inability to use, the Platform; or
 - 10.3.2 use of or reliance on any content displayed on the Platform.
- 10.4 If you are a business user, please note that in particular, we will not be liable for:
- 10.4.1 loss of profits, sales, business, or revenue;
 - 10.4.2 business interruption;
 - 10.4.3 loss of anticipated savings;
 - 10.4.4 loss of business opportunity, goodwill or reputation; or
 - 10.4.5 any indirect or consequential loss or damage.
- 10.5 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 the Platform or to your downloading of any content on it, or on any website linked to it.

- 10.6 We assume no responsibility for the content of websites linked on the Platform. 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.
- 10.7 As a condition of your access to and use of the Platform, you agree to indemnify us and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to your access to and use of the Platform or your breach of these Terms and any applicable law or the rights of another person or party.
- 10.8 Without limiting the foregoing, in no event will our aggregate liability to you exceed, in total, the amounts paid by you to us.

11 Privacy Policy

Any personal data you provide to us shall be handled in accordance with our privacy policy at <https://geovation.uk/privacy-policy/> (**Privacy Policy**).

12 Termination

- 12.1 We may terminate or suspend your user account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.
- 12.2 Upon termination, your right to use the Platform will immediately cease.
- 12.3 If you wish to terminate your user account, you may simply discontinue using the Platform.
- 12.4 All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- 12.5 We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

13 General

- 13.1 These terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

14 Trade Marks

OS, Ordnance Survey, Geovation and the OS corporate logos are registered trade marks and the Geovation Hub logo is a trade mark of Ordnance Survey Limited. You may not use or reproduce Our trade marks without our written consent.

15 Contact us

To contact us, please email admin@geovation.uk