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# Terms and Conditions for EcoScan

Last updated: 24/02/2024

Welcome to EcoScan! These terms and conditions outline the rules and regulations for the use of EcoScan's Software.

By accessing this website we assume you accept these terms and conditions. Do not continue to use EcoScan if you do not agree to take all of the terms and conditions stated on this page.

## 1. Introduction

EcoScan is a web application developed by EcoScan ("we", "us", or "our") that allows users to create accounts, log in, navigate an interactive map, scan QR codes, and participate in quizzes.

## 2. Intellectual Property Rights

Other than the content you own, under these Terms, EcoScan and/or its licensors own all the intellectual property rights and materials contained in this Website.

You are granted a limited license only for purposes of viewing the material contained on this Website.

## 3. Restrictions

You are specifically restricted from all of the following:

- Publishing any Website material in any media.
- Selling, sublicensing, and/or otherwise commercializing any Website material.
- Publicly performing and/or showing any Website material.
- Using this Website in any way that is or may be damaging to this Website.
- Using this Website in any way that impacts user access to this Website.

## 4. Your Content

In these Website Standard Terms and Conditions, "Your Content" shall mean any audio, video text, images, or other material you choose to display on this Website. By displaying Your Content, you grant EcoScan a non-exclusive, worldwide irrevocable, sub-licensable license to use, reproduce, adapt, publish, translate, and distribute it in any and all media.

Your Content must be your own and must not be invading any third-party's rights. EcoScan reserves the right to remove any of Your Content from this Website at any time without notice.

## **5. No warranties**

This Website is provided "as is," with all faults, and EcoScan expresses no representations or warranties, of any kind related to this Website or the materials contained on this Website.

## **6. Limitation of liability**

In no event shall EcoScan, nor any of its officers, directors, and employees, be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. EcoScan, including its officers, directors, and employees shall not be held liable for any indirect, consequential, or special liability arising out of or in any way related to your use of this Website.

## **7. Indemnification**

You hereby indemnify to the fullest extent EcoScan from and against any and/or all liabilities, costs, demands, causes of action, damages, and expenses arising in any way related to your breach of any of the provisions of these Terms.

## **8. Severability**

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

## **9. Variation of Terms**

EcoScan is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

## **10. Assignment**

EcoScan is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## **11. Entire Agreement**

These Terms constitute the entire agreement between EcoScan and you in relation to your use of this Website, and supersede all prior agreements and understandings.

## **12. Governing Law & Jurisdiction**

These Terms will be governed by and interpreted in accordance with the laws of the UK, and you submit to the non-exclusive jurisdiction of the state and federal courts located in the UK for the resolution of any disputes.