

## 1. Website Terms of Use

Welcome to our website. If you continue to browse and use this website, whether as a guest or a registered user, you are agreeing to comply with and be bound by the following terms of website use, which together with the other applicable terms listed below govern Co-Women's relationship with you in relation to this website [www.co-women.org](http://www.co-women.org). Use of this website includes accessing, browsing, or registering to use this website.

If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Co-Women', 'us' or 'we' refers to the owner of the website whose office is at **22 Wenlock St London N1 7JN**. Co-Women is a trading name of CleverGreen Group Limited, a company registered in England and Wales under company number 11525810 whose registered office is at **22 Wenlock St London N1 7JN**. The term 'you' refers to the user or viewer of our website.

Other Applicable Terms: the following additional terms also apply to the use of our website:

Our Privacy Policy (see below), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

Our Acceptable Use Policy (see below), which sets out the permitted uses and prohibited uses of our website. When using our website, you must comply with the Acceptable Use Policy.

Our Terms and Conditions (see below), which set out the terms that apply to membership fees and our cancellation policy for events.

The use of this website is subject to the following terms of use:

**Updates:** We may update this website from time to time, and may change the content at any time. However, please note that any of the content on our website may be out of date at any given time, and we are under no obligation to update it.

**General information:** The content of the pages of this website is for your general information and use 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 this website. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. Although we make reasonable efforts to update the information on this website, we make no representations, warranties or guarantees, whether express or implied, that the content on this website is accurate, complete or up-to-date.

**Access:** We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without

notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

**Passwords:** 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. 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 of use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [jo@co-women.org](mailto:jo@co-women.org)

**Technology:** We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our website. You should use your own virus protection software. You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities

by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

**Contributions:** Whenever you make use of a feature that allows you to upload content to our website, or to make contact with other users of our website, you must comply with the content standards set out in our Acceptable Use Policy below. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty. Any content you upload to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose. 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 our site constitutes a violation of their intellectual property rights, or of their right to privacy. 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 our website. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy below. The views expressed by other users on our website do not represent our views or values.

**Cookies:** This website uses cookies. A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive. You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

Some cookies collect information about how visitors use a website, for instance which pages visitors go to most often, and if they get error messages from web pages. These cookies don't collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how the website works.

Our website also uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

**Performance:** Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

**Intellectual property:** We are the owner or the licensee of all intellectual property rights in our website, and the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of

the content on our website must always be acknowledged. You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

**Links to our website:** You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy below. If you wish to make any use of content on our site other than that set out above, please contact [jo@co-women.org](mailto:jo@co-women.org)

**Links to other websites:** From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information only. They do not signify that we endorse the website(s) or the entities detailed on those website(s). We have no control over the content of those websites or resources and we have no responsibility for the content of the linked website(s).

**Liability:** Nothing in these terms of use 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. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms

which may apply to our website or any content on it, whether express or implied. 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:

- use of, or inability to use, our website; or
- use of or reliance on any content displayed on our website.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our website for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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 website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our website. 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.

Governing law: If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, 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.

## 2. Acceptable Use Policy

This acceptable use policy sets out the terms between you and us under which you may access our website [www.co-women.org](http://www.co-women.org) ("our site"). This acceptable use policy applies to all users of, and visitors to, our site. Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use (see above).

You may use our site only for lawful purposes. You may also use the information on our site to contact members regarding services that they offer, subject to the Prohibited Uses below.

### **Prohibited Uses**



You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below).
- To extract data for commercial purposes, using either any automated system or software or any other means (“data harvesting”).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use (see above).

Not to access without authority, interfere with, damage or disrupt:

- any part of our site;

- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

## **Interactive Services**

We may from time to time provide “interactive services” on our site, including, without limitation:

- Chat rooms
- Bulletin boards

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive

service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## **Content Standards**

These content standards apply to any and all material which you contribute to our site ("contributions"), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote violence.

- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **Suspension and Termination**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use (see above) upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.

- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you

Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

### 3. Privacy Policy

We are committed to protecting and respecting your privacy. This policy (together with our terms of use (see above) and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 2018 (the "Act"), the data controller is CleverGreen Group Limited.

#### **Information We May Collect From You**

We may collect and process the following data about you:

Information that you provide by filling in forms on our site [www.co-women.org](http://www.co-women.org) ("our site"). This includes information provided at the time of registering to use our site, becoming a member, posting material or requesting further services. We may also ask you for information when you report a problem with our site.

If you contact us, we may keep a record of that correspondence.

We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.

Details of transactions you carry out in respect of your membership applications and event bookings. Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

### **IP Addresses**

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

### **Where We Store Your Personal Data**

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”), although this is unlikely. It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers, which again is unlikely. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

### **Uses Made of the Information**

We use information held about you in the following ways:

- To ensure that content from our site is presented in the most effective manner for you and for your computer.

- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any contracts entered into between you and us.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

When you become a Co-Women member we will add you to our email database so that you can receive our newsletter and other information from us electronically. We take your privacy seriously and under the terms of the Act, will not pass your contact details to a third party. You can unsubscribe at any point, but if you do, please contact us so we can discuss how we can keep you informed about the benefits of your membership.

### **Disclosure of Your Information**

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.



- If CleverGreen Group Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use (see above) or terms and conditions and other agreements; or to protect the rights, property, or safety of CleverGreen Group Limited, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## **Your Rights**

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [jo@co-women.org](mailto:jo@co-women.org)

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

## **Access to Information**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act.

#### 4. Terms and Conditions

##### **Membership Terms & Conditions**

These terms and conditions apply to the payment obligations of members and are in addition to any other terms and conditions that Co-Women provide you with when becoming a member, or on renewal, that will then apply to your membership.

Membership is a rolling monthly, quarterly or annual subscription, paid by Direct Debit.

- We will send you a monthly, quarterly or annual invoice for your records
- Your invoice will be via PayPal or bank transfer to Wix, depending on what you selected at the time of signing up.

Membership is subject to an annual increase on April 1. You will receive an email notification approximately 2 weeks before this increase takes place.

Late payments are entered into a 14 day grace period. Failure to make payment within this time will result in cancellation of membership and removal from all groups.

Members are welcome and encouraged to rejoin any time.

Members can cancel their membership at any time by logging into the website with their sign up details. Alternatively, for Co-Women to do this for you, we require 30 days' notice to cancel your membership in writing. Once we have received this we will take

one more monthly payment and cancel your Direct Debit. At the end of the 30 days we will remove you from the directory. Email [jo@co-women.org](mailto:jo@co-women.org)

By agreeing to these terms and conditions you are also confirming that the information you have given is true and correct.

### **Membership Participation.**

In signing up to Co-Women membership you are committed to the following terms. Insufficient meeting of these terms could result in your membership being terminated.

1. Members are encouraged to attend a minimum of one paid event in any three month period. This is not mandatory, however:
2. Access to the General Chat, Promo and Wins, and Accountability WhatsApp groups are granted only to those who have attended a paid event within the previous three month period. Members will continue to have access to the Announcements group.
3. Members are required to conduct a minimum of one, one to one meet up with another member per month. This is a mandatory requirement.
4. No clique policy and professional conduct. Members are advised that forming adversary groups, bullying or any verbal or physical act that makes another member feel uncomfortable or victimized will not be tolerated. All complaints will be thoroughly investigated and members run the risk of having membership terminated if they fail to adhere to these requirements.

### **Events Terms & Conditions**

Our cancellation policy for the majority of our events is that a full refund will be given if cancellation is 2 working days or more before the event, subject to any alternative cancellation period detailed on the specific event listing, or otherwise detailed in this clause. Within 2 working days of the event, or if you do not attend an event, there is no refund. Our cancellation policy of 2 working days or more before an event allowing a refund does not apply to:

- the annual Christmas Party and Awards Ceremony; or
- Trips that include accommodation, flights, venue hire and/or catering.

### **Event Collaboration Policy**

Event collaboration including but not limited to; website advertising and social media promotion, co-hosting, and shared costs, are subject to the following terms:

- The event host must complete an event collaboration form
- A hosting fee of 10% applies to an event that requires hosting and promoting via the Co-Women website, social media channels and membership community.
- The hosting fee is non refundable.
- The event host agrees to effectively promote the event and agrees that any promotion executed by Co-Women is in addition to the event host's own efforts.
- The event host accepts that last minute cancellation without good cause is subject to a further cancellation fee.
- Event hosts are not permitted to promote free events on the Co-Women website event listings. They can however, promote them in the WhatsApp group, facebook group and the weekly email newsletter.

### **Changes to these Terms of Use and Privacy Policy**

We may revise the terms of use, acceptable use policy, privacy policy or other terms and conditions at any time by amending this page or, where appropriate, notifying you by email. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in these terms of use and other policies may also be superseded by provisions or notices published elsewhere on our site.

## **Contact**

Questions, comments and requests regarding these terms of use, acceptable use, privacy policy and/or other terms and conditions should be addressed to

[jo@co-women.org](mailto:jo@co-women.org)