

# Netzero Group Terms and Conditions

This page (together with our *Privacy Policy* and *Terms of Website Use*) tells you information about us, the Netzero Group, and the legal terms and conditions (“**Terms**”) on which we sell our services on our website (“**our Site**”) to you. If you are a consumer, you may only purchase services from our site if you are at least 18 years old.

These Terms will apply to any contract between us for the sale of further services to you. Please read these Terms carefully and make sure that you understand them, before placing an order from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order anything from our site.

## **1 Information about us and the ordering process:**

- 1.1 You can find everything you need to know about us, the NetZero Group, and our service on our Site before you order. An order placed by you constitutes the volume of carbon measured in tonnes that you would like to offset. Before you place an order, we will confirm the key information to you on the order screen, and we will send a confirmation email about your order after you have placed it.
- 1.2 We charge you when you order. However, if a regular payment option is selected by you, we will take payment at regular intervals, as explained to you during the order process. For example, you may choose to make a one-off payment, or to make a regular subscription payment.
- 1.3 We won't charge you interest on late payments.
- 1.4 We will not pass on increases in VAT because VAT is not applicable to carbon credits.
- 1.5 We are allowed to make changes to the price of the orders, and these may change from time to time, but any changes in price will not affect an order if we have already sent confirmation to you.

## **2 The payment process**

- 2.1 All of the information you need to know about accepted payment methods are made available during the purchasing process.
- 2.2 We do not process your payments, we instead use an independent third-party company – Stripe. You can find details about Stripe, including their terms and conditions here: [Stripe Payments: Complete Online Payment Platform Toolkit](#).
- 2.3 We will not collect any payment details from you, such as credit card information, although we do receive a notification once your payment has been successfully completed.
- 2.4 If we are unable to process your payment, for example, your details are refused by the payment service provider, we will be unable to complete your order and we may have to end the agreement.

### **3 Your legal right to change your mind.**

- 3.1 You are buying an online service which provides products to offset carbon emissions. You have 14 days after the date we confirm your order to change your mind about your purchase, **but** you lose the right to cancel the service when it's been completed (and you must pay for any services provided up to the time you cancel). We complete the services by retiring the carbon credits up to 8 weeks from the date that you complete your payment.
- 3.2 **How to let us know and what happens next.** If you change your mind, please just contact us [hello@offset.io](mailto:hello@offset.io), or if you prefer you can fill in the model cancellation form set out in clause 13 online, or in paper form and post it to our address in clause 12. We will refund you as soon as possible and within 14 days of you telling us you've changed your mind. We will refund you by the method you used for payment. We don't charge a fee for the refund.

### **4 You can end an on-going contract (find out how)**

- 4.1 You can close your account and stop using our service at any time by cancelling your subscription either via your dedicated login page, or by contacting us using the details in clause 12.
- 4.2 Your account will be closed 30 days after you give us notice.

### **5 You have rights if there is something wrong with your order**

- 5.1 If you think there is something wrong with your order, please just contact us. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Remember too that you have several options for resolving disputes with us.

#### **Summary of your key legal rights**

You are receiving services, which we describe as **offset as a service**, so the Consumer Rights Act 2015 says:

You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.

If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

### **6 We can change products and these terms**

- 6.1 **Changes we can always make.** We can always change our services to reflect changes in relevant laws and regulatory requirements or to make minor technical adjustments and improvements, for example to address a security threat. These are changes that won't affect your use of the service. We might also update the content on the Site, provided that the content always matches the description of it that we provided to you before you bought it. We might ask you to install these updates.

## **7 We may have to suspend supply (and you have rights if we do)**

7.1 **We can suspend the supply of the service.** We would only do this to:

- deal with technical problems or make minor technical changes; or
- update the service to reflect changes in relevant laws and regulatory requirements;

7.2 **We will let you know in advance about any adjustment to the price and we will allow you to terminate.** We will contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the services for longer than 5 days in any 30 day period, we will adjust the price so you don't pay for it while it's suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 30 days you can contact us to end the contract and we'll refund any sums you've paid in advance.

## **8 When we can end our contract with you**

8.1 We can end our contract with you if:

- you don't make any payment to us when it's due and you still don't make payment within 10 days of our reminding you that payment is due; or
- you don't, within a reasonable time of us asking for it, provide us or our payment processing partner with information, cooperation or access that we need to provide the service.

## **9 We don't compensate you for all losses caused by us**

9.1 We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own device, which was caused by services we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.
- **A business loss.** These terms are only for your use as a consumer. Please contact us if you are a business user using the contact details in clause 12.

## **10 We use your personal data as set out in our Privacy Notice**

10.1 How we use any personal data you give us is set out in our Privacy Notice: [<https://netzerogroup.co.uk/privacy>]

## **11 You have several options for resolving disputes with us**

11.1 **Contact our team.** Our customer service team will do their best to resolve any problems you have with us or our services, just contact them using the email in clause 12. We aim to respond as fast as we can, but this will be within 5 working days.

- 11.2 **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.
- 11.3 **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to our contract

- 11.4 **We can transfer our contract with you, so that a different organisation is responsible for supplying your product.** We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract. If you're unhappy with the transfer you can contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you've made in advance.
- 11.5 **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 11.6 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 11.7 **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

## 12 **Our contact and company details**

- 12.1 **If you need to contact us:** please email [hello@ioffset.io](mailto:hello@ioffset.io)
- 12.2 **Our company details are:** NetZero Group Limited (company number 12230065). Our registered address is at: 81-83 Market Street, Pocklington, York, YO42 2AE.

## 13 **Model cancellation form**

**(Complete and return this form only if you wish to withdraw from the contract)**

To: NetZero Group Limited (company number 12230065), at: 81-83 Market Street, Pocklington, York, YO42 2AE. Email: [hello@ioffset.io](mailto:hello@ioffset.io)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of offset as a service.

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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