



CARBON GIANT

Terms of Service

The agreement governing your use of the Carbon Giant platform

DOCUMENT	Terms of Service
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These Terms of Service set out the agreement between Carbon Giant Ltd, a company registered in England and Wales under company number 17243798 (“Carbon Giant”, “we”, “us”), and the organisation that registers for or uses the Carbon Giant platform (“Customer”, “you”). By creating an account or using the Service you agree to these terms. If you are entering into this agreement on behalf of an organisation, you confirm that you have authority to bind that organisation.

1. Definitions

Term	Meaning
Service	The Carbon Giant carbon accounting platform made available at carbongiant.co.uk, including its websites, applications, and related services.
Customer Data	The documents, records, and information you upload to or generate within the Service, and the results derived from them.
Account	The registered account through which you access the Service.
User	An individual authorised by you to access the Service under your Account.
Subscription	The plan under which you access the Service, including any usage limits that apply to it.

2. The Service

1. The Service allows you to upload invoices and supporting documents, extract line item data, classify that data into emission categories, and calculate greenhouse gas emissions across Scope 1, Scope 2, and Scope 3. Automated spend classification is used to calculate Scope 3 emissions, while Scope 1 and Scope 2 calculations require primary activity inputs, such as utility or fuel data.
2. Emission results are estimates produced from the data you provide and from third-party emission factors. They are intended to support your carbon accounting and reporting. You are responsible for reviewing results and for any decision, disclosure, or report you base on them.
3. We may improve, change, or add features to the Service over time. Where a change materially reduces core functionality, we will give you reasonable notice.

3. Accounts and eligibility

1. You must provide accurate registration information and keep it up to date.
2. You are responsible for maintaining the confidentiality of your credentials and for all activity that occurs under your Account. Access to the Service requires multi-factor authentication, and you must keep your authentication methods secure. You must notify us promptly if you believe your credentials have been compromised.
3. Access within your organisation is governed by roles. An administrator controls which Users have access and what each User may do. You are responsible for managing these roles appropriately.
4. The Service is intended for use by organisations in a business context and is not intended for consumers.

4. Acceptable use

You agree that you will not, and will not permit any User to, do any of the following.

1. Upload content that you do not have the right to upload, or that infringes the rights of a third party.
2. Use the Service in breach of any applicable law or regulation.
3. Attempt to gain unauthorised access to the Service, to another customer's data, or to the systems or networks that support the Service.
4. Introduce malicious code, or interfere with or disrupt the integrity or performance of the Service.
5. Reverse engineer, decompile, or attempt to derive the source code of the Service, except to the extent this restriction is prohibited by law.
6. Resell, sublicense, or make the Service available to any third party except your authorised Users, without our written consent.
7. Use automated means to access the Service in a manner that places an unreasonable load on our infrastructure or circumvents usage limits.

We may suspend access where we reasonably believe these terms have been breached, where required to protect the Service or other customers, or where required by law. Where practical we will give you notice and an opportunity to remedy the breach.

5. Customer Data and intellectual property

1. You retain all rights in Customer Data. We do not claim ownership of it.
2. For the avoidance of doubt, the emission metrics, audit logs, and category assignments generated within the Service from your inputs form part of Customer Data. They remain yours, and you may export them, including on termination as set out in clause 14.
3. You grant us a limited licence to host, process, and display Customer Data solely to provide and support the Service, and as otherwise permitted in the Data Processing Agreement.
4. You are responsible for the accuracy, quality, and legality of Customer Data and for having the necessary rights to provide it to us for processing.
5. We retain all rights in the Service, including its software, design, classification and mapping logic, emission factor methodology, and documentation. Nothing in these terms transfers those rights to you.
6. We do not use Customer Data to train machine learning or artificial intelligence models. Where the Service uses a third-party language model to assist with classification, Customer Data is sent only to perform that task for you, is not used by us or by the model provider to train models, and is handled under the Data Processing Agreement.
7. We may generate anonymised and aggregated information that does not identify you or any individual, and may use that information to operate, improve, and develop the Service, including benchmarks. This information does not include Customer Data in identifiable form and is not used to train models on identifiable data.

6. Data protection

Our handling of personal data is described in our Privacy Policy. Where we process personal data contained in Customer Data on your behalf, we do so as a processor under the Data Processing Agreement, which forms part of this agreement. In the event of a conflict between these terms and the Data Processing Agreement in relation to the processing of personal data, the Data Processing Agreement prevails.

7. Third-party services

The Service relies on third-party providers, and can connect to third-party systems that you choose to integrate, such as accounting platforms. Your use of a connected third-party system is governed by your agreement with that provider. We are not responsible for third-party systems, and their availability is outside our control.

8. Subscriptions and fees

1. Subscription fees are set out in the applicable order form, website checkout, or statement of work. Pricing may include discounted early adopter or beta pricing for initial users, and standard tier or per-user pricing for subsequent customers.
2. Fees are billed monthly or annually, as stated in your order. We will send an automated email notification to your Account at least 7 days before charging your payment method for any recurring fee or upcoming renewal.
3. Subscriptions renew automatically at the end of each billing period unless cancelled. To prevent auto-renewal, you must give at least 30 days' written notice before the end of the current billing period.
4. Overdue balances accrue interest at 1.5 percent per month, or the maximum rate permitted by law if lower. We may suspend access to the Service where an account is 15 days or more past due.
5. Except where required by law, fees are non-refundable once the relevant period has begun.

9. Availability and support

1. We aim to keep the Service available and to resolve faults promptly, but we do not guarantee that the Service will be uninterrupted or error-free.
2. We may carry out maintenance that temporarily affects availability, and will seek to schedule planned maintenance to reduce disruption.
3. Support is provided by email to support@carbongiant.co.uk during normal business hours.

10. Warranties and disclaimers

1. We warrant that we will provide the Service with reasonable skill and care.
2. The Service is designed to support your carbon accounting and reporting workflows, including preparation for frameworks such as the GHG Protocol, SECR, or CSRD. We do not warrant that the Service, or any emission result, will by itself satisfy any particular legal or regulatory obligation, and you remain responsible for your own filings and disclosures. Except as expressly stated in these terms, the Service is provided on an “as is” and “as available” basis, and we exclude all other warranties, conditions, and representations to the fullest extent permitted by law.
3. You acknowledge that emission results depend on the data you provide and on third-party emission factors, and that they are estimates.

11. Limitation of liability

1. Nothing in these terms limits or excludes either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any liability that cannot be limited or excluded by law.

2. Subject to clause 11.1, neither party is liable for any loss of profits, loss of revenue, loss of anticipated savings, loss of business, or any indirect or consequential loss, in each case whether arising in contract, tort, or otherwise.
3. Subject to clause 11.1, and except as set out in clause 11.4, our total aggregate liability arising out of or in connection with this agreement is limited to the total fees paid by you in the twelve months preceding the event giving rise to the claim.
4. Subject to clause 11.1, our total aggregate liability for claims arising from a breach of our data protection obligations or of our confidentiality obligations is limited to two times the total fees paid by you in the 12 months preceding the event giving rise to the claim.

12. Indemnities

1. You will indemnify us against claims, losses, and reasonable costs arising from Customer Data or from your use of the Service in breach of these terms, except to the extent caused by our breach of this agreement.
2. We will indemnify you against third-party claims that the Service, when used in accordance with these terms, infringes that third party's intellectual property rights, and we will pay the damages finally awarded against you or agreed by us in settlement of such a claim. This clause does not apply to claims arising from Customer Data, from use of the Service in breach of these terms, or from combination of the Service with items we did not supply. This clause states your exclusive remedy, and our entire liability, for third-party intellectual property infringement by the Service.

13. Confidentiality

Each party may receive confidential information from the other. Each party will keep the other's confidential information secret, use it only to perform this agreement, and disclose it only to those who need it and who are bound by similar obligations. This clause does not apply to information that is public through no fault of the receiving party, that is independently developed, or that must be disclosed by law.

14. Term and termination

1. This agreement begins when you first accept it or use the Service and continues until terminated in accordance with these terms.
2. Either party may terminate for material breach that is not remedied within 30 days of written notice, or immediately if the other party becomes insolvent.
3. You may stop using the Service and close your Account at any time, subject to the notice and renewal terms in clause 8.
4. On termination, your right to access the Service ends. We will make Customer Data available for export for a limited period, after which we will delete or anonymise it in line with the Privacy Policy and the Data Processing Agreement, unless we are required by law to retain it. Where you instruct deletion, that instruction takes effect notwithstanding any standard retention period.
5. Any terms that by their nature should survive termination will do so, including those on intellectual property, confidentiality, liability, and governing law.

15. Changes to these terms

We may update these terms from time to time. Where a change is material we will give you reasonable notice through the Service or by email. If you continue to use the Service after a change takes effect, you accept the updated terms.

16. General

1. These terms, together with the Privacy Policy and the Data Processing Agreement, form the entire agreement between the parties on their subject matter.
2. If any provision is found to be unenforceable, the remaining provisions continue in effect.
3. A failure to enforce a provision is not a waiver of the right to do so later.
4. Neither party may assign this agreement without the other's consent, except that we may assign it as part of a merger, acquisition, or sale of assets.
5. Neither party is liable for failure to perform caused by events beyond its reasonable control.

17. Governing law and jurisdiction

This agreement and any dispute arising out of it are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction, except that either party may seek injunctive relief in any competent court.

18. Contact

Questions about these terms can be sent to support@carbongiant.co.uk, or by post to Flat 5 Bavina House, 47 Leigham Court Road, London, England, SW16 2NF.