Terms and Conditions

The White List is now a program powered by the World Green Organisation (WGO). As such, its web properties are now subject to WGO’s standard terms, conditions, and user agreement guiding its web and/or mobile application properties.

TERMS, CONDITIONS, AND USER AGREEMENT:

Updated November 2016—This policy updates and overrides any pre-existing policies found on any WGO web properties.

Agreement. Use of and access to WGO’s web, database, e-mail, and/or mobile application properties, as well as any related content, regardless of media, is subject to the terms, conditions, and disclaimers set forth below and to all applicable laws and regulations. WGO reserves the right to modify these disclaimers, terms, and conditions of access without advance notice. This agreement constitutes a binding contract between WGO and you, the user. By accessing one of WGO’s web, database, e-mail, and/or mobile application properties, you hereby accept TERMS, CONDITIONS, AND USER AGREEMENT in full. As a material condition of such access and use, you warrant that you are over the age of eighteen and that you have provided complete and accurate information in any communication with WGO.

Personal Use. WGO’s web, database, e-mail, and mobile application properties are provided solely for your personal, non-commercial use. They are meant to help consumers make informed choices and decisions about products. You may not develop or derive for commercial sale, and/or schools, non-governments organisations use including but not limited to, any data in machine-readable or other form that incorporates or uses any substantial part of WGO’s web, database, e-mail, and/or mobile application properties, nor transfer to or store any data residing or exchanged over WGO’s web, database, e-mail, and/or mobile application properties in any electronic network for use by more than one user, unless you obtain prior written permission from WGO. Specifically, unless explicitly authorized in these terms and conditions, or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium any material from WGO’s web, database, e-mail, and/or mobile application properties.
**Dynamic Database.** WGO’s web, database, and mobile application properties are dynamic. This means that product ratings may change based on evolving science, new information, or other factors, as well as that the contents of e-mail messages and consumer guides may not reflect WGO’s current ratings or evaluations of products. Please be advised that WGO does not recommend that companies create marketing materials based on WGO’s web, database, and/or mobile application properties’ rating systems given that the ratings may change as the database is updated.

WGO makes no representations or warranties about any of the products rated on its web, database, and mobile application properties, or products referenced in e-mail messages. WGO hereby disclaims all warranties with regard to the products rated on its web, database, and mobile application properties, or referenced in e-mail messages, including express warranties, statutory warranties, implied warranties of merchantability, or warranties of fitness for a particular purpose.

WGO further disclaims all warranties with regard to any products made available to members of the public by WGO, for example (but not limited to) consumer guides, gift bags and their contents, and product sample packs, including express warranties, statutory warranties, implied warranties of merchantability, or warranties of fitness for a particular purpose.

**Copyright.** WGO’s web, database, e-mail, and mobile application properties, and all other text and images contained in WGO’s products, are protected by Hong Kong trademark and copyright law and/or other applicable law, and are the property of WGO, except as otherwise identified. Notwithstanding the foregoing, WGO, a Hong Kong nonprofit public benefit corporation, is the owner of all (trademarks, service marks, trade names, and logos (including, but not limited to, “WGO, the White Lists, and all WGO content created before 1 November 2016, to which WGO is the owner. All copyrights and trademarks not the property of WGO or White Lists that are used or referred to in WGO’s web, database, e-mail, mobile application properties, and other WGO products are the property of their respective owners. Nothing contained in the site, e-mail messages, or other products shall be construed as granting any license or other rights to any copyright, trademark, patent, or other property of WGO, WGO or any third-party, whether by implication, laches, estoppel or explicit grant. To learn more about the laws, click here. (hyperlink:...
If you believe your or someone else’s copyright is being infringed on WGO’s web, database, or mobile application properties, or in e-mail messages, please contact WGO by e-mail at info@thewgo.org or postal mail at Green House, 4th Floor, 483 D-E, Castle Peak Road, Lai Chi Kok, Hong Kong. To provide proper notice, please include in your communication: a physical or electronic signature of a person authorized to act on behalf of the owner(s) of the infringed copyright; identification of the copyrighted work or works you claim have been infringed; identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed; information reasonably sufficient to permit WGO to contact you (e.g., address, telephone number, and e-mail address); a statement that you have a good faith belief that use of the material is not authorized by the copyright owner(s); and a statement that information in the complaint is accurate and that you are authorized to act on behalf of the copyright owner(s).

Risk Warning. By accessing WGO’s web, database, e-mail, and/or mobile application properties, you acknowledge that any reliance upon any advice, opinion, statement, recommendation, or other information displayed or distributed through WGO’s web, database, e-mail, and/or mobile application properties is at your sole risk. WGO reserves the right, in its sole discretion and without notice, to correct any errors, omissions, or publish any update in any portion of WGO’s web, database, e-mail, and mobile application properties. You acknowledge and agree that WGO is not responsible for any materials posted by other users of WGO’s web, database, and/or mobile application properties.

Medical Disclaimer. Any and all information and advice that WGO makes available through its products and services, including through its web, database, e-mail, and mobile application properties, are for general informational purposes only and are not intended as, nor should they ever be considered a substitute for, professional medical advice. Do not use such information or advice for diagnosing or treating any medical or health condition. Always consult a physician or other qualified healthcare provider in all matters related to your health and/or the health of any family member, friend, or acquaintance, including questions about medical conditions, particularly regarding symptoms that may require diagnosis or medical care. Never disregard or delay seeking professional medical advice or care because of something you have read
on any of WGO’s web, database, e-mail, and mobile application properties. Without limiting any other terms or conditions of this Agreement, WGO makes no representations or warranties with respect to any information or advice offered or provided through its products and services regarding treatment, action, or application of medication or medical care. Neither WGO nor any of its affiliates, nor any of their respective officers, directors, representatives, agents, advisors, contractors, and employees, will be liable for any direct, indirect, consequential, special, or any other damages arising therefrom.

**Indemnification.** You hereby agree to indemnify, defend, and hold harmless WGO from and against any and all liability and costs incurred by WGO in connection with any claim arising out of any breach or alleged breach of any of your representations, warranties, or obligations set forth in this User Agreement. You shall cooperate as fully as reasonably required in the defense of any claim.

**Accuracy.** WGO uses its best effort to ensure the accuracy of the information it provides through its products and services, including those displayed on WGO’s web, database, e-mail, and mobile application properties. The product ratings, conclusions, recommendations, and findings that appear on WGO’s web, database, and mobile application properties, or in e-mail messages, reflect WGO’s research at the time of publication. Please be advised that the information frequently relies on data obtained from many sources, and accordingly, WGO cannot guarantee the accuracy of the information provided or any analysis based thereon. Moreover, in light of evolving regulatory and market conditions, subsequent product reformulations, and other factors, this information may no longer be current.

**DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY AGREE THAT THE USE OF WGO’S ONLINE CONTENT AND SERVICES, INCLUDING WGO’S WEB, DATABASE, E-MAIL, AND/OR MOBILE APPLICATION PROPERTIES, IS AT YOUR SOLE RISK. WGO’S CONTENT IS PROVIDED ON AN ‘AS IS’ BASIS AND WGO MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WGO DISCLAIMS ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. NO ADVICE, RECOMMENDATION, OPINION, OR
OTHER INFORMATION OBTAINED THROUGH WGO'S WEB, DATABASE, E-MAIL, AND/OR MOBILE APPLICATION PROPERTIES, ORALLY OR IN ANY MEDIA, SHALL CREATE ANY WARRANTY FROM WGO NOT EXPRESSLY STATED IN THIS AGREEMENT. EXCEPT AS OTHERWISE STATED, WGO MAKES NO WARRANTY OR REPRESENTATION REGARDING THE CONFIDENTIALITY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON WGO'S WEB, DATABASE, E-MAIL, AND/OR MOBILE APPLICATION PROPERTIES, OR ANY WEBSITE LINKED TO WGO’S DATABASES.

WGO FURTHER DISCLAIMS ALL WARRANTIES WITH REGARD TO ANY PRODUCTS MADE AVAILABLE TO MEMBERS OF THE PUBLIC BY WGO, FOR EXAMPLE (BUT NOT LIMITED TO) CONSUMER GUIDES, GIFT BAGS AND THEIR CONTENTS, AND PRODUCT SAMPLE PACKS, INCLUDING EXPRESS WARRANTIES, STATUTORY WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

WGO AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, INCLUDING LOST PROFITS OR COSTS OR ATTORNEY’S FEES, UNDER ANY LEGAL THEORY INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER WGO WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, WGO’S LIABILITY IS LIMITED TO THE FULLEST EXTENT ALLOWED BY SUCH STATES’ LAWS.

**Third-Party Sites.** WGO’s web, database, e-mail, and mobile application properties may contain links and pointers to other sites on the Internet, which may be maintained by third-parties. Such links do not constitute an endorsement by WGO of any third-party site or any materials contained therein. WGO does not control, and is not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products, or services accessible from such third-party sites.
**Fee-Shifting, Choice of Law.** If you attempt to bring any legal action against WGO based in any way on its products or services, including WGO’s web, database, e-mail, and/or mobile application properties, you agree that, in the event you do not prevail or WGO does prevail, you will reimburse WGO for any costs and attorneys fees associated with WGO’s defense of the action. Use of or access to WGO’s web, database, e-mail, and/or mobile application properties and any claim or dispute relating to WGO’s web, database, and/or mobile application properties shall be governed by the laws of Hong Kong, without regard to its conflicts of law principles. Any claims, disputes, or litigation arising in connection with the use of or access to WGO’s web, database, e-mail, and/or mobile application properties will be brought solely in Hong Kong, and you consent to the jurisdiction of such court, Chapter: 528 COPYRIGHT ORDINANCE. Use of or access to WGO’s web, database, e-mail, and/or mobile application properties is unauthorized in any jurisdiction that does not give full effect to all provisions of these terms of service, including without limitation this paragraph. If any provision or portion of these terms and conditions is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire User Agreement will be severable and will remain in effect, to the fullest degree consistent with the intent of this document.

WGO White Lists™. WGO’s White Lists® database has been a practical resource for consumers seeking to avoid exposures to chemicals of concern in personal care products. Building on that effort, WGO has created the WGO White Lists™ mark as a means to easily inform consumers at the point of sale, in stores or online, when a product meets WGO’s strictest criteria, going above and beyond a green rating in WGO’s WGO White Lists®. WGO’s team has worked hard to develop rigorous standards to be followed by all products bearing the WGO White Lists™ mark, including avoiding chemicals of WGO concern, disclosure of ingredients seldom listed on product labels, and adherence to good manufacturing practices. To learn more about what it means to be WGO VERIFIED™ and/or how to participate in the program, visit http://wgo.org.hk/whitelist/en/index.php For the sake of clarity, you may not use the WGO White Lists™ mark without first going through the assessment process and obtaining the requisite approval.

**CONTACT INFORMATION**
For questions or suggestions regarding our Terms, Conditions, and User Agreement, WGO VERIFIED™ licensing program, including whether your company might be eligible to become a member, please see: http://wgo.org.hk/whitelist/en/index.php please contact us at:

Phone: (852) 2391 1693
Fax: (852) 2371 4100
Postal Address: Green House, 4th Floor, 483 D-E, Castle Peak Road, Lai Chi Kok, Hong Kong.