

# Terms of Website Use

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS (THE "TERMS").

## Terms and Conditions

These terms and conditions (together with the documents referred to in it) ("the Terms") govern your access to and use of the services and the Bubble website ("Services"), and any information, text, graphics, or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). Your access to and use of, the Services whether as a guest or registered user, is conditional upon your acceptance of and compliance with the Terms.

By accessing or using the Services you agree to be bound by the Terms.

Use of the Bubble website includes accessing, browsing, or registering to use the Bubble website.

## OTHER APPLICABLE TERMS

These terms and conditions of use refer to the following additional terms, which also apply to your use of our site:

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

Our [Safety Guide](#), which provides guidance on how to use the Bubble website safely.

## Terms of use

This Bubble website [www.dosomethinggood.org.uk](http://www.dosomethinggood.org.uk) is owned, managed and administrated by the Council of the London Borough of Ealing of Town Hall, New Broadway, Ealing, London W5 2BY ("Ealing Council"). Ealing Council may change the Terms at any time by posting changes online and you agree to be legally bound by these Terms as updated and/or amended.

## The Services

The Services that Ealing Council provides are always evolving and the form and nature of the Services may change from time to time without prior notice to you. In addition, Ealing Council may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice.

We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you. The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by Ealing Council on the Services are subject to change.



In consideration of Ealing Council granting you access to and use of the Services, you agree that Ealing Council and its third party providers and partners may page such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

### **Accepting the Terms**

In order to use the Services, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms.

You can accept the Terms by clicking to accept or agree to the Terms; or by using the Services. If you use the Services, you understand and agree that Ealing Council will treat your use of the Services as acceptance of the Terms from that point onwards even if you have not clicked to accept the Terms.

You may not use the Services and may not accept the Terms if you are not 16 or above; or you are a person barred from receiving the Services under the laws of the United Kingdom or other countries including the country in which you are resident or from which you use the Services. Anyone aged 16-18 will be unable to request, or respond to, help on the Get Connected section of the Bubble website.

### **Sharing Your Content and Information**

You own all of the content and information you post on the Bubble website, and you can control how it is shared.

In addition: For content that is covered by intellectual property rights, like photos and videos ("IP content"), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Bubble ("IP License"). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others). When you publish content using parts of the Services which are available to everyone, it means that you are allowing everyone, to access and use that information, and to associate it with you (e.g. your username and profile picture).

### **User's Responsibilities**

The user agrees that:

- You will not send or otherwise post unauthorised commercial communications (such as spam) on the Bubble website.
- You will not use the Bubble website in any way that breaches any applicable local, national or international law or regulation
- You will not collect users' content or information, or otherwise access the Bubble website, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.



- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Bubble website.
- You will not transmit any data viruses or other malicious code, 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 onto the Bubble website.
- You will not solicit login information or access an account belonging to someone else.
- You will not post content or take any action on the Bubble website that infringes or violates someone else's rights or otherwise violates the law.
- You will not bully, intimidate, or harass any user of the Bubble website.
- You will not defame any individual.
- You will not post content that: is hateful, threatening, or pornographic; incites violence or hatred; or contains nudity or graphic or gratuitous violence on the Bubble website.
- You will not offer any contest, giveaway, or sweepstakes ("promotion") on the Bubble website without our prior written consent.
- You will not use the Bubble website to do anything unlawful, misleading, malicious, fraudulent or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working of the Bubble website, such as a denial of service attack.
- You will not facilitate or encourage any violations of the Terms.
- You will not use our copyrights or trademarks, or any confusingly similar marks, without our written permission.
- You will not post anyone's identification documents or sensitive financial information on the Bubble website.
- You will not use the Bubble website for the purpose of harming or attempting to harm minors in any way.

You also agree:

- Not to reproduce, duplicate copy or re-sell any part of our site in contravention of the provisions of the Terms.
- 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.

You must comply with the spirit and the letter of the following standards. 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 sexually explicit material.
- 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.

Any mail that you send using the Services will be from you and you are responsible for all the contents of it. You agree to use the Services to send emails only to people who you, in good faith, believe would like to receive them.

We can remove any content or information you post on the Bubble website if we believe that it violates the Terms. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.

### **Content on the Services**

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise deceptive.



Under no circumstances will Ealing Council be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

### **Registration and Account Security**

Bubble builds trust between users, and a key part of that trust is by users providing their real name and location. Users agree to the following regarding the registration and security of their accounts:

- You will not provide any false personal information on Bubble, or create an account for anyone other than yourself without permission.
- You will not create more than one personal profile. If we disable your account, you will not create another one without our permission.
- You will not use your personal profile for your own commercial gain (such as allowing an advertiser to use your personal profile).
- You will not use the Bubble website if you are under 16.
- You will keep your contact information accurate and up-to-date.
- You will not share your password, let anyone else access your account, or do anything else that might jeopardise the security of your account.
- You will not transfer your account (including any page or application you administer) to anyone without first getting our written permission.

If you select a username for your account we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

### **Security of Login Information**

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. Ealing Council cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

You are responsible for maintaining the confidentiality of the login information, and you will be responsible for all uses of the login information, whether or not authorised by you. In the event that you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorised disclosure of the login information, you must immediately notify Ealing Council.

### **Privacy and Cookie Policy**

Any information that you provide to Ealing Council is subject to our Privacy and Cookie Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy and Cookie Policy) of this information, including the transfer of this information to other countries for storage, processing and use by Ealing Council.



As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Bubble account, which you may not be able to opt-out from receiving.

### **No Ownership Rights in Account**

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in the account, and you further acknowledge and agree that all rights in and to the account are and shall forever be owned by and inure to the benefit of Ealing Council

### **Account Suspension/Deletion**

Ealing Council may suspend, terminate, modify, or delete accounts at any time for any reason or for no reason, with or without notice to you.

For purposes of explanation and not limitation, most account suspensions, terminations and/or deletions are the result of violations of this Terms and Conditions Agreement.

### **Changes to the Terms or the Services**

Ealing Council reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the Terms at any time. This includes without limitation changes to access policies, the availability of any feature of the Services, hours of availability, content, data, software or equipment needed to access the Services, effective with or without prior notice; as determined in Ealing Council sole and absolute discretion.

If any future changes to the Terms are unacceptable to you or cause you to no longer be in compliance with the Terms, you must terminate, and immediately stop using, the Service and your account. Your continued use of the Services following any revision to the Terms constitutes your complete and irrevocable acceptance of any and all such changes.

Ealing Council may change, modify, suspend, or discontinue any aspect of the Services at any time. Ealing Council may also impose limits on certain features or restrict your access to parts or all of the Services without notice or liability.

### **Termination**

These Terms are effective until terminated. You may stop using the Services by terminating your account. In the event that you breach any of the Terms, Ealing Council may terminate your account and your use of the Services with or without notice.

### **Jurisdiction**

These Terms, the Bubble website, the Services, the Content and all use of them shall be governed by English Law, and you and Ealing Council submit to the exclusive jurisdiction of the English courts (save that Ealing Council may take action in relation to enforcement of its intellectual property rights in any court worldwide).

Those who choose to access the Bubble website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent that local laws are applicable. You may not use the Bubble website to do anything that is not lawful in the page where you access the site.



## **Warranty Disclaimer**

The Services are provided 'as is' and Ealing Council does not warrant that the Services will not be interrupted or error free, that defects will be corrected, or that the Services are free of viruses or other harmful components. Ealing Council expressly disclaims all warranties, express or implied, including without limitation the warranties of merchantability or fitness for any particular purpose or use, and non-infringement.

## **Limitation of 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 site 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, the Bubble website; or
- use of or reliance on any content displayed on the Bubble website

Neither Ealing Council, its staff, companies, licensors or affiliates shall be liable in any way for damage or loss of any kind resulting from the use of or inability to use the Services including without limitation loss or goodwill, work stoppage, computer failure or malfunction, interruptions ISP disruptions, software or hardware failures or any other event which may result in a loss of data or disruption of Services.

In no event will Ealing Council be liable to you or anyone else for any indirect, incidental, special, exemplary or consequential loss or damages.

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 site 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 site. 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

## **Force Majeure**

Ealing Council shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Ealing Council, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Ealing Council control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labour or materials.



## **Dispute Resolution**

To expedite resolution and control the cost of any dispute, controversy or claim related to this Terms ("Dispute"), you and Ealing Council agree to first attempt to negotiate any Dispute informally for at least sixty (60) days before initiating any court proceeding. Such informal negotiations commence upon written notice from one party to the other.

## **Reporting Spam**

Spam is unsolicited commercial email that is email which has not been requested by the recipient. Spam messages are the opposite of permission-based emails which are normally anticipated, personal, relevant, and/or associated with a pre-existing business or personal relationship. All emails sent by Ealing Council are permission-based. If you believe you received unsolicited email from Ealing Council, please forward a copy of that email with your comments to [bubble@ealing.gov.uk](mailto:bubble@ealing.gov.uk) for review.

Messages we send to you are legitimate messages and not spam. If you report a legitimate message as spam, you may be guilty of making a false spam report, which is likely to be in violation of the terms and conditions imposed on you by your email provider or ISP.

## **False Spam Reporting**

We fully support the efforts of various organisations which work to responsibly eliminate spam activities. However, if you have opted-in to receive email from us and/or have supplied your email address by creating a Bubble account or joining one of our mailing lists, and then falsely or maliciously file a spam complaint against us, we will cooperate fully with the appropriate agencies and file a false spam report incident with the proper authorities. We may also suspend or delete your Bubble account without notice.

## **Miscellaneous**

If any Term is or becomes unlawful, invalid, void, or for any reason unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant Term shall be deemed deleted. Any modification to or deletion of a Term under this clause shall not affect the validity and enforceability of the rest of this Terms.

The Terms make up the entire agreement between the parties regarding the Bubble website and the Services, and supersedes any prior agreements. If any parts of the Terms are found to be unenforceable, the remaining Terms will remain in full force and effect. If we fail to enforce any of the Terms, it will not be considered a waiver. You will not transfer any of your rights or obligations under the Terms to anyone else without our consent. All of our rights and obligations under the Terms are freely assignable by us or by operation of law or otherwise. Nothing in the Terms shall prevent us from complying with the law. The Terms do not confer any third party beneficiary rights.

The section headings used herein are for reference only and shall not be read to have any legal effect.

**Last Updated: 23 September 2014**

