

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY (IN PARTICULAR CLAUSES 14 AND 15)**

**1. APPLICATION OF THESE TERMS AND CONDITIONS**

1.1 These terms and conditions (together with our privacy and cookies policy, which you can find *here*) set out the rules for accessing or using the Bimble platform via our website (<https://bimblehq.com/>) (the **Website**) or mobile application (the **Bimble Platform**) whether you are accessing or using it as a:

- (a) **Consumer**, which means someone who simply accesses and browses the Bimble Platform, or who has created an account with us to allow them to save a Creator's Hit List; and/or
- (b) **Creator**, which means someone who accesses and uses the Bimble Platform and who has created an account with us to allow them both to create a hit list, which means a short journey of places or stops threaded together by that person and which can include, for example, photographs and descriptions of the relevant stops that are part of that journey (a **Hit List**), and to save another Creator's Hit List.

A reference to **Users** in these terms and conditions means Consumers and Creators or either of them.

1.2 These terms and conditions apply to you whether you are acting as a consumer or using the Bimble Platform for business purposes (i.e. if you use the Bimble Platform wholly or mainly in connection with your trade, business, craft or profession, or that of your employer). **In some areas you will have different rights under these terms and conditions depending whether you use the Bimble Platform as a consumer or for business purposes, and we clearly state which provisions apply to which category of user.**

1.3 You may wish to print a copy of these terms and conditions for future reference.

**2. WHO WE ARE**

2.1 We are Bimble Studios Ltd, a company registered in England and Wales under company number 10870119, whose registered office is at Prama House, 267 Banbury Road, Oxford OX2 7HT (**Bimble / we / our / us**).

**3. HOW YOU MAY USE THE BIMBLE PLATFORM**

3.1 You may access and use the Bimble Platform unless or until your right to do so is terminated in accordance with these terms and conditions.

3.2 If you have an account with us, you must at all times:

- (a) keep your access details and password confidential; and
- (b) comply with the content guidelines set out in clause 7.

3.3 If you are accessing or using the Bimble Platform through our mobile application, you must:

- (a) not rent, lease, sub-license, loan, provide, or otherwise make available or transfer the Bimble Platform in any form, in whole or in part to any person without our prior written consent. If you sell any device on which a mobile application of the Bimble Platform is installed you must first remove the mobile application from it;
- (b) not copy the Bimble Platform, except as part of the normal use of the mobile application or where it is necessary for the purpose of back-up or operational security;
- (c) not translate, merge, adapt, vary, alter or modify the whole or any part of the Bimble Platform, nor permit the Bimble Platform or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the Bimble Platform on devices as permitted in these terms and conditions;
- (d) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Bimble Platform nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988 or the EC Directive on the legal protection of computer programs 2009/24/EC) such actions cannot be prohibited because they are necessary to decompile the Bimble Platform to obtain the information necessary to create an independent program that can be operated with the Bimble Platform or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
  - is not used to create any software that is substantially similar in its expression to the Bimble Platform and is not used to do any act restricted by copyright;
  - is kept secure; and
  - is used only for the Permitted Objective.
- (e) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Bimble Platform.

#### 4. YOUR HIT LIST(S)

- 4.1 When you use the Bimble Platform as a Creator, you may create your own Hit Lists. You retain all of your rights in the Hit List, but you are required to grant us and other Users a limited licence to use, store and copy that Hit List and to distribute and make it available to third parties.
- 4.2 Any Hit Lists you create will be public, which means they can be accessed by all Users. We recommend that you consider this carefully when creating a Hit List.

## **5. RESPECTING INTELLECTUAL PROPERTY RIGHTS AND PRIVACY**

5.1 Bimble respects intellectual property rights and rights to privacy and asks that Creators do too. If you are a Creator, you warrant that:

- (a) any Hit List will comply with these terms and conditions and will not infringe any third party's intellectual property rights or rights to privacy; and
- (b) you have the right to provide Bimble with any Hit List from which any living individual can be identified, and that you have informed any such individual of, or obtained his or her consent (as appropriate) to your intended use of his or her personal data, which may include a transfer to a country which does not have adequate safeguards in place to protect that personal data.

5.2 If we receive a notice of alleged:

- (a) intellectual property right infringement; or
- (b) breach of a right to privacy,

Bimble may delete or disable all or part of the Hit List alleged to be infringing intellectual property rights or breaching rights to privacy, without prejudice to its rights to terminate your right to use the Bimble Platform or suspend your access to the Bimble Platform.

## **6. USING THE BIMBLE PLATFORM**

6.1 You may use the Bimble Platform only for lawful purposes. You must not:

- (a) use the Bimble Platform in any way that breaches any applicable local, national or international law or regulation;
- (b) use the Bimble Platform or any part of it in any unlawful manner or for any unlawful purpose, or in any manner inconsistent with these terms of use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, Trojan horses, worms, time-bombs, spyware or harmful data, into the Bimble Platform or any operating system;
- (c) use the Bimble Platform for the purpose of harming or attempting to harm minors in any way;
- (d) without prejudice to clause 5, infringe our intellectual property rights or those of any third party in relation to your use of the Bimble Platform, including by the submission of any Hit Lists (to the extent that such use is not permitted by these terms and conditions);
- (e) transmit any material that is defamatory, offensive or otherwise objectionable when using the Bimble Platform;
- (f) use the Bimble Platform in a way that could damage, disable, overburden, impair or compromise our systems or security, or interfere with the use of the Bimble Platform by other Consumers or Creators;

- (g) access without authority, interfere with, damage or disrupt any part of the Bimble Platform, any equipment or network on which the Bimble Platform is stored, any software used in the provision of the Bimble Platform, or any equipment or network or software owned or used by any third party;
  - (h) collect or harvest any information or data from the Bimble Platform or our systems or attempt to decipher any transmissions to or from the servers running the Bimble Platform;
  - (i) send, knowingly receive, upload, download, use or re-use any material which does not comply with the content guidelines set out in clause 7; or
  - (j) transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (for example, spam).
- 6.2 The Bimble Platform will include information and materials uploaded by Creators (for example, Hit Lists). The information and materials used have not been verified or approved by us and the views expressed by Creators do not represent our views or values.
- 6.3 If you wish to complain about any information or materials uploaded by Creators, please notify us by email at [legal@bimblehq.com](mailto:legal@bimblehq.com) or by post at Prama House, 267 Banbury Road, Oxford, OX2 7HT.

## **7. CONTENT GUIDELINES**

- 7.1 These content guidelines apply to any and all content which you upload or contribute to the Bimble Platform (for example, a Hit List). These standards must be complied with in spirit as well as to the letter. The standards apply to each part of the content uploaded or contributed, as well as to its whole. We will determine, in our discretion, whether any content uploaded or contributed by you breaches these guidelines.
- 7.2 Content (for example, a Hit List) uploaded or contributed by you must:
- (a) be accurate (where it states facts);
  - (b) be genuinely held (where it states opinions); and
  - (c) comply with the law applicable in England and Wales and in any country from which it is posted.
- 7.3 Content (for example, a Hit List) uploaded or contributed by you must not:
- (a) be defamatory of any person;
  - (b) be obscene, offensive, hateful or inflammatory;
  - (c) contain sexually explicit material;
  - (d) promote violence;

- (e) promote or display discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (f) infringe any copyright, database right, design right or trade mark of any other person;
- (g) be likely to deceive any person;
- (h) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (i) promote any illegal activity;
- (j) be in contempt of court;
- (k) be threatening, abusive or invade another person's privacy, or cause annoyance, inconvenience or anxiety;
- (l) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (m) impersonate any person, or misrepresent your identity or affiliation with any person;
- (n) give the impression that the content uploaded or contributed by you emanates from us;
- (o) advocate, promote or incite any party to commit, or assist any person to commit, any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse; or
- (p) contain any statement which you know or believe, or have reasonable grounds for believing, is likely to be understood by relevant members of the public as a direct or indirect encouragement of or inducement to the commission, preparation or instigation of acts of terrorism.

## **8. OUR INTELLECTUAL PROPERTY RIGHTS**

8.1 You acknowledge that all intellectual property rights in the Bimble Platform and/or printed materials or online documentation belong to Bimble (or our licensors) and that you have no licence of intellectual property rights in, or to, the Bimble Platform other than the right to use the Bimble Platform and/or any other feature on the Website in accordance with these terms and conditions.

8.2 If you provide us with comments or feedback in respect of the Bimble Platform, you acknowledge that we may use such comments or feedback without any obligation to you.

## **9. CHILDREN**

9.1 The Bimble Platform is not intended for and may not be used by Consumers or Creators under the age of 18. If you are under the age of 18, you must stop using the Bimble Platform immediately.

## **10. SUPPORT FOR THE BIMBLE PLATFORM AND HOW TO TELL US ABOUT PROBLEMS**

- 10.1 If you want to learn more about the Bimble Platform or you have any problems using it, please take a look at our support resources, which you can find **here**.
- 10.2 If you have any problems with the Bimble Platform please contact our customer service team at [hello@bimblehq.com](mailto:hello@bimblehq.com).

## **11. TERMINATION AND SUSPENSION**

- 11.1 We may terminate your right to use the Bimble Platform:
- (a) with immediate effect by notifying you by email if you commit a breach of any of these terms and conditions; or
  - (b) by giving you not less than 7 days' notice by email for any other reason or for no reason.
- 11.2 If you are a Creator, we may also terminate your right to use the Bimble Platform with immediate effect by notifying you by email if you have not accessed the Bimble Platform as a Creator for 12 consecutive months.
- 11.3 Upon termination by Bimble for any reason:
- (a) your right to use the Bimble Platform shall cease and you must cease all activities authorised by these terms and conditions; but
  - (b) if you are a Creator, we, Consumers and other Creators may continue to use the Hit Lists created by you.
- 11.4 Without prejudice to our right to terminate your right to use the Bimble Platform, we may suspend access to the Bimble Platform if we suspect that there has been any misuse of the Bimble Platform or breach of these terms and conditions. If you are a:
- (a) Consumer, your access will be blocked, but we will not otherwise notify you; or
  - (b) Creator, we will notify you as soon as possible after suspending the Bimble Platform.
- 11.5 You may stop using the Bimble Platform at any time. If you are a Creator and would like your account to be deleted, you must contact Bimble by email at [legal@bimblehq.com](mailto:legal@bimblehq.com) or by post at Prama House, 267 Banbury Road, Oxford, OX2 7HT.

## **12. DISCONTINUATION OF THE BIMBLE PLATFORM**

- 12.1 The Bimble Platform is made available to you free of charge. We do not guarantee that the Bimble Platform will always be available or be uninterrupted.
- 12.2 We may discontinue or restrict the availability of the Bimble Platform for business and operational reasons. We will try to give you notice of such discontinuation.

**13. LIMITATIONS OF THE BIMBLE PLATFORM**

- 13.1 The Bimble Platform has not been developed to meet your individual requirements and is provided for general information only. The Bimble Platform does not offer any advice on which you should rely. Although we make reasonable efforts to update the information provided by the Bimble Platform, we make no representations, warranties or guarantees, whether express or implied, that such information or any information in a Hit List is accurate, complete or up to date.

**14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU DO NOT USE THE BIMBLE PLATFORM FOR BUSINESS PURPOSES (I.E. YOUR USE OF THE BIMBLE PLATFORM IS NOT WHOLLY OR MAINLY IN CONNECTION WITH YOUR TRADE, BUSINESS, CRAFT OR PROFESSION, OR THAT OF YOUR EMPLOYER) AND YOUR RESPONSIBILITY TO REIMBURSE US FOR ANY LOSS SUFFERED BY US**

- 14.1 If you do not use the Bimble Platform for business purposes (i.e. your use of the Bimble Platform is not wholly or mainly in connection with your trade, business, craft or profession, or that of your employer), we are only responsible to you for foreseeable losses and damages caused by us. If we fail to comply with these terms and conditions, Bimble is responsible for loss or damage that is a foreseeable result of us breaking these terms and conditions or failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time these terms and conditions apply to you, both Bimble and you knew it might happen.
- 14.2 If defective digital content that we have supplied damages a device or digital content belonging to you Bimble will either repair the damage or pay you compensation.
- 14.3 You will reimburse us on demand in respect of any costs, damages and expenses that might arise as a result of, or in connection with, any alleged or actual infringement of any third party's intellectual property rights, breach of any applicable data protection laws or infringement or breach of any other rights arising out of, or in connection with, your use of the Bimble Platform, or our, a Consumer's or another Creator's use of Hit Lists created by you.

**15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU USE THE BIMBLE PLATFORM FOR BUSINESS PURPOSES AND YOUR INDEMNITY**

- 15.1 If you use the Bimble Platform for business purposes (i.e. if you use the Bimble Platform wholly or mainly in connection with your trade, business, craft or profession, or that of your employer), we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death and personal injury caused by our negligence or the negligence of its employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.
- 15.2 Subject to clause 15.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
  - (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £100.
- 15.3 You shall indemnify and keep indemnified us against all claims, costs, liabilities, losses, damages, fines, sanctions, interest, penalties, charges, expenses, any compensation paid to a data subject, demands and legal and other professional costs (calculated on a full indemnity basis and, to the extent it relates to a breach of data protection laws or non compliance with the data protection requirements set out in these terms and conditions, in each case whether or not arising from an investigation by, or imposed by, a supervisory authority) that might arise as a result of, or in connection with, any alleged or actual infringement of any third party's intellectual property rights, breach of any applicable data protection laws, breach of the data protection requirements set out in these terms and conditions, or infringement or breach of any other rights arising out of, or in connection with, your use of the Bimble Platform, or our, a Consumer's or another Creator's use of Hit Lists created by you.

## **16. CHANGES TO THESE TERMS AND CONDITIONS AND THE BIMBLE PLATFORM**

- 16.1 We may update these terms and conditions and/or the Bimble Platform from time to time:
  - (a) to reflect any changes in relevant laws and regulatory requirements; or
  - (b) to make improvements or enhancements to the Bimble Platform.
- 16.2 If we do so, we will give you not less than 7 days' notice by displaying this information on the Bimble Platform. Continued use of the Bimble Platform after expiry of such notice period will signify that you agree to such changes.

## **17. OTHER IMPORTANT TERMS**

- 17.1 We may transfer our rights under these terms and conditions to another organisation. We will always tell you if this happens by posting a notification on the Bimble Platform and we will ensure that the transfer will not affect your rights under these terms and conditions. You may only transfer your rights under these terms and conditions to another person if we agree in writing.
- 17.2 These terms and conditions apply to you and us and no other person shall have any rights to enforce any of these terms and conditions.
- 17.3 If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaking these terms and conditions, that will not mean that you do not have

to do those things and it will not prevent us from taking steps against you at a later date.

17.4 If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the intention of Bimble and you.

17.5 These terms and conditions are governed by English law. **If you are using the Bimble Platform for business purposes** then you may only bring legal proceedings in the English courts. **If you are not using the Bimble Platform for business purposes** then you may bring legal proceedings in respect of the Bimble Platform in the English courts, but also the courts where you are habitually resident if you do not live in England or Wales.

The terms and conditions have last been updated on 27/11/2018.