



Create The Earth Museum Terms and Conditions for Use

Version 4.0, 31st August 2023

These Terms of Service govern your access to and use of Create The Earth Museum, including email notifications (the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (“Content”). By using the Services you agree to be bound by these Terms.

1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with The Earth Museum and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case you must be at least 18 years old to use the Services unsupervised. Users aged under 18 years may use these Services only if supervised by an adult (18 years +), and may not have their own account. If you are accepting these Terms and using the Services on behalf of a company, organisation, or other legal entity, you represent and warrant that you are authorised to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

2. Privacy

Our [Privacy Policy](#) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set out in the Privacy Policy) of this information, including the transfer of this information to the United States and/ or other countries for storage, processing and use by The Earth Museum and the organisations providing services to The Earth Museum for these purposes.

3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules and regulations. You should only provide Content that you are comfortable sharing with others.

You should only provide Content that aligns with The Earth Museum’s Values as follows:

- To inspire compassion and solidarity
- To be trustworthy and act with integrity
- To respect and value diverse experiences
- To promote a sense of belonging, emphasising identity and accessibility
- To become climate positive and champion sustainability in others



The Earth Museum moderates all content submitted before publication and we reserve the right to remove Content that violates this User Agreement, including for example, Content that breaches our above-stated Values (The Earth Museum's decision is final). We also reserve the right to terminate subscriptions where this User Agreement is violated in this or any other way.

Any use or reliance on any Content 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 endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be inaccurate or otherwise inappropriate, or in some cases, have been mislabelled or otherwise be deceptive. All Content is the sole responsibility of the person who originated such Content.

If you believe your Content has been copied in a way that constitutes copyright infringement, please report this at enquiries@theearthmuseum.co.uk

4. Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit and display on the Services.

By publishing Content on the Services, you grant The Earth Museum a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include curating, transforming and translating). This license authorizes us to make your Content available to the rest of the world, via our Services, and to let others do the same. You agree that this license includes the right for The Earth Museum to provide, promote, and improve the Services and to make Content published to the Services available to other companies, organisations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, including social media platforms, subject to our terms and conditions for such Content use. Such additional uses by The Earth Museum, or other companies, organisations or individuals, is made with no compensation paid to you with respect to the Content that you publish through the Services as the use of the Services by you is hereby agreed as being of sufficient compensation for the Content and grant of rights herein.

You represent and warrant that you have all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit or display on the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and grant The Earth Museum the license described above.



5. Using the Services

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users.

Current Services (as of 31st August 2023) constitute:

- Provision of freely available history explorer maps and associated resources via our website, <https://theearthmuseum.co.uk/>
- Subscription licenses to use our Create The Earth Museum platform: a basic licence gives an individual registered user the right to create and host unlimited explorers up to a maximum storage capacity of 1GB total
- Membership for not-for-profit heritage organisations that include benefits to develop maps hosted on The Earth Museum

You agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software. You may not do any of the following while accessing or using the Services: i) access, tamper with, or use non-public areas of the Services; ii) probe, scan, or test the vulnerability of any system or network or reach or circumvent any security or authentication measures; iii) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

We also reserve the right to access, read, preserve, and disclose any information we reasonably believe necessary to i) satisfy any applicable law, regulation, legal process or governmental request; ii) enforce the Terms, including investigation of potential violations; iii) detect, prevent, or otherwise address fraud, security or technical issues; iv) respond to use support requests; v) protect the rights, property or safety of The Earth Museum, its users and the public. The Earth Museum does not disclose personally-identifying information to third parties except in accordance with our [Privacy Policy](#).

6. Your Account

You will need to create an account for using our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.



7. Your License to Use the Services

The Earth Museum gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by The Earth Museum, in the manner permitted by these Terms.

The Services are protected by copyright and other laws of the United Kingdom and other countries. Nothing in the Terms gives you a right to use The Earth Museum name or any of the logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users and third party proprietary software) are and will remain the exclusive property of The Earth Museum and its licensors. Any feedback, comments, or suggestions you may provide regarding The Earth Museum, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

8. Ending These Terms

You may end your legal agreement with The Earth Museum at any time by deactivating your accounts and discontinuing your use of the Services.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including but not limited to, if we reasonably believe: i) you have violated these Terms and any or all of our Values; ii) you create risk or possible legal exposure for us; iii) your account should be removed due to unlawful conduct; iv) your account should be removed due to prolonged inactivity; v) our provision of the Services to you is no longer viable.

9. Limitations of Liability

By using the Services, you agree that The Earth Museum, its officers, directors, employees, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.

10. General

We may revise these Terms from time to time. The most current version of the Terms will govern our relationship with you. We will do our best to notify you by email of any changes with 30 days notice in advance of changes coming into effect.