

# Terms and conditions of use

## CUBEMOVEMENT.COM

---

11 November 2013

### 1. Introduction

1.1 This website (“the Website”) is operated by Red Light Campaign, a not-for-profit organisation registered with HMRC in England & Wales, whose registered office is at c/o. Human Trafficking Foundation, Iveco House, Watford, Herts WD17 1SR, United Kingdom (“we” “us” “our”).

1.2 These terms and conditions (“the Terms”) apply to all use of the Website and shall be read in conjunction with the Privacy Policy and (if applicable) any other incidental agreements and information listed on the Website and shall together form the agreement between you and us (“the Agreement”).

1.3 It is important that you read and understand these Terms before using the Website. By accessing or using the Website you agree to be legally bound by these Terms, as they may be modified from time to time. If you do not agree to these Terms, please do not use the Website.

1.4 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms, and that they comply with them.

1.5 We reserve the right to change these Terms at any time. Amendments will take effect when posted on the Website.

### 2. Our Services

2.1 The Cube Movement, an project operated by Red Light Campaign, is aimed at encouraging people to pass on information about human trafficking and modern-day slavery. The possibilities by which we do this include online and offline services and mechanisms. By accessing and using our website, you also agree to the use of our offline mechanisms, (see 2.1.1 – 2.1.3, 2.1.8 – 2.1.10), and you also agree to our [Terms of Supply](#).

2.1.1 We produce wooden cubes and release and/or sells them via the Website or throug other means to people and customers. For purposes of recognition, a cube shall be defined as a symmetrical three-dimensional shape, contained by six equal squares. We reserve the right to substitute this shape with others at any time and shall not be in any way liable with regards to changes or damages that might occur to these cubes at any given time.

2.1.2 Our cubes feature information about human trafficking and modern-day slavery, ID numbers (“Cube Pins”), stories about trafficking survivors, the Cube Movement logo and any other content we decide display on them. In addition, cubes can feature logos by sponsors who decide to customise and order cubes with us (see 2.1.6).

2.1.3 We assume no responsibility or liability in connection with the accuracy or incompleteness of information displayed on our cubes or on the Website.

2.1.4 Cubes can be passed on from person to person and the Cube Pins can be used to register the current location of a user with a cube (“checking in” “check-in”).

2.1.5 Checking in a cube and interacting otherwise on the Website requires users to “sign in” to the Cube Movement, i.e. create a profile on our Website. This can be done by entering the full name and email address of the user manually, or by using the “Sign in with Facebook” or “Sign in with Twitter” options.

2.1.6. When checking-in, the user’s current location is marked with a pin on a Google Maps application integrated onto our website, with the possibility of featuring ones first name and social media links permanently with this ‘check-in’. Users’ first names and links to their other activity on the Website will always be displayed in connection with a checkin.

2.1.6.1 Users can choose to check in anonymously by clicking an icon in form of a ‘red eye’ before submitting the check-in. This means that while we will still store user data in connection with their check-ins, this will not be available to other users of the Website and the public. It is currently not possible to revoke checkins or change the public visibility once a cube is checked-in.

2.1.7 In addition to checking in a cube, people can upload photos and attach them to a specific Cube Pin, which will display these on a page on the Website dedicated to this Cube Pin (“Cube Page”), in order to create albums of every cube. Check-ins, location and user data can also be displayed on the Cube Pages.

2.1.8. Businesses, organisations and individuals (“sponsors”) can order new cubes through the website, with the possibility of customising these with names and/or logos.

2.1.8.1 Customised cubes will always show up with information about their sponsors on the Website.

2.1.9 We reserve the possibility to enable users and sponsors to search for cubes online and track their locations by categories such as Cube Pin, location, or sponsor.

2.2 The Cube Movement will soon be introducing the concept of ‘missions’ to its website whereby users will be tasked with taking specific photos or carrying out specific actions with

their cubes and then determine their own future missions under review of administrators. Red Light Campaign reserves the right to modify its basic terms and conditions accordingly.

### 3. Changes to the Website and/or services

We aim to update the Website regularly and may change the content and services at any time. We reserve the right to improve, amend, or suspend the service provided on the Website or close the Website indefinitely at any time without notice. Any of the content on the Website may be out of date at any given time and we are under no obligation to update such content. We will not be liable if for any reason the Website is unavailable at any time or for any period.

### 4. Registration of your account

4.1 If you choose to open an account with us no fee is payable but you are required to register with us by completing and submitting a registration form.

4.2 We shall not be liable to you in any way if you choose to register through either Twitter or Facebook. You are responsible for and must be fully aware of the consequences of choosing this option. Information on the Private Policy, Terms and Conditions and third-party use of their services of both companies are made available on their respective websites.

4.2 Once you have registered an account with us, you can log into your account using your username and password or through the Twitter and Facebook options.

4.3 For the purposes of verifying your identity we may use the data provided by you to establish the veracity of all the registration details you have provided when registering with the Website, and your entitlement to use the Website and any services. You agree that we may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

4.4 You are solely responsible for the accuracy, legality, currency and compliance of such detail and will be solely liable for false, misleading, inaccurate, infringing or other actionable material contained or referred to therein.

4.5 We reserve the right to terminate suspend or restrict accounts without notice to you should you commit any breach of these Terms or in our reasonable discretion we believe that it is your intention to commit a breach of this Agreement or that you are acting contrary to the spirit of this Agreement.

### 5. Cancelling your account

5.1 You may, at any time, cancel your Cube Movement account, any associated email address and access to the Cube Movement Services by emailing [legal@cubemovement.com](mailto:legal@cubemovement.com), stating

your wish to do so. The cancellation of your account will then be processed within 5 working days, except under exceptional circumstances.

5.1.1 We will proceed to the deletion of your information and User Content associated with or inside your account only if specified specifically by you in an email to [legal@cubemovement.com](mailto:legal@cubemovement.com). We will always store the following basic information for each account: full name, email address, any location data, photos uploaded to our Website, as well as any other visible interactions made on the website, such as but not limited to comments on photos or Flame likes.

## 6. General Conduct

6.1 Registered users may only create and maintain one account.

6.2 We grant you a limited licence to access and make use of the Website in accordance with the Agreement, but not to modify, reproduce, duplicate, copy or re-sell it or any part of it, or otherwise exploit it for any commercial purpose or gain except for those specific purposes set out in this Agreement or otherwise with our express written consent.

6.3 You must not use the Website in any way that causes, or is likely to cause, the Website or access to it to be interrupted, damaged or impaired in any way. You must not attempt to gain unauthorised access to the Website, the server on which it is stored or any server, computer or database connected to the Website. You understand that you are responsible for all electronic communications and content sent from your computer to us and you must use the Website for lawful purposes only.

6.4 You must not use the Website for any fraudulent purposes, or in connection with a criminal offence or other unlawful or immoral activity, to send, use or reuse any content or material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing or that will infringe copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties, or objectionable, or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam" - to cause annoyance, inconvenience or needless anxiety.

## 7. Information and Content Provided by You

7.1 Any information and content posted, uploaded, or otherwise sent by any means by you to the Website (including the Blog) shall be legal, decent, honest and truthful, shall not infringe any third party's rights, shall not be obscene, blasphemous or defamatory and shall not contain any viruses or other malicious computer programming routines. Without limiting the above, all information you provide shall be accurate and complete.

7.2 You agree that you will not publish your contact information or any other information or data in the publicly-accessible parts of the Website. You agree that you will not publish the

contact information or the information of any other person in the publicly-accessible parts of the Website (whether or not such persons are users of the Website) or elsewhere, or communicate such information to any other person whether in electronic or any other format.

7.3 Any information provided by you to us will be used by us in accordance with the Data Protection Act 1998 and our [Privacy Policy](#).

7.4 You waive all moral rights you have in any content and information provided by you to the fullest extent permitted by law.

## 8. Your Licence to Us

8.1 By submitting any content or information to us you agree to grant us a non-exclusive license and all the necessary rights throughout the world to reproduce, edit, change, copy, adapt and otherwise make such content available on the Website. This includes any photos or any information on your location you might submit. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

8.2 By submitting information on your location you agree for your location at the time of check-in to be shared publicly and be connected to you Cube Movement profile (with certain exceptions applying to 'anonymous check-ins' as described in 2.1.6.1). Even if checked-in anonymously, we will always store location data in connection with user data internally.

8.3 You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the Website.

## 9. Intellectual Property Controlled by Us

9.1 All content and all compilation of content included on the Website which is not provided by you, including but not limited to text, graphics, logos, icons, photographs and images, audio clips, digital files, data compilations and software, is our property or is licensed by us and is protected by copyright, database and trade mark right laws in England and internationally.

9.2 You may download, extract and/or re-utilise parts of the contents of the Website subject to this Agreement.

8.3 For the avoidance of doubt you may not utilise any data mining, robots or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of the Website without our express written consent. You may not create and/or publish your own database that features substantial parts of the Website without our express written consent. Our status (and that of any identified contributors) as the authors of material and content on the Website must always be acknowledged. You will indemnify us

against any loss, damages, costs, expenses (including reasonably legal fees) or other claims arising from any breach of the above warranties you commit.

## 10. Links

10.1 We have no control over the content of third party sites and cannot guarantee the reliability of any links to third party sites nor can we provide any guarantees or accept any liability in respect of the content on such third party sites.

10.2 You may link to the Website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards in this Agreement.

## 11. Interactive Services

We may provide interactive services on the Website. Where we do provide any interactive service we are under no obligation to oversee, monitor or moderate it and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not. The use of any of our interactive services by a minor is subject to the consent of their parent or guardian.

## 12. Security

12.1 You are solely responsible in all respects for all use of and for protecting the confidentiality of your account and password which may be given to or selected by you for use on the Website. You must immediately notify us of any unauthorised use of them or any other breach of security.

12.2 Any losses incurred or sustained by you in transmitting information shall be borne solely and exclusively by you and in no event shall any such losses in whole or in part be borne by us. If you are using a public computer, you must sign out when you have finished using the Website.

12.3 While we are taking steps to secure our website from unwanted third-party interference, such as but not limited to hacking or fraudulent activity, we cannot assume liability for any data lost, accessed or stolen under such circumstances.

## 13. Compliance with Laws

You agree to comply with all applicable laws, statutes and regulations concerning your use of

the Website.

#### 14. Liability

14.1 We shall not be liable to you by reason of any representation (unless fraudulent) and all warranties, conditions or other terms, implied by law are excluded to the fullest extent permissible. We shall not be liable for any loss of goodwill or reputation, profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our negligence, servants or agents or otherwise) which arise out of or in connection with the provision of the material by you.

14.2 Any content or material posted on the Website is not intended to amount to advice on which reliance should be placed and we therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

14.3 Your acceptance of this Agreement also acts as a general release of Red Light Campaign and any of its subsidiaries (and all of their officers, directors, agents and employees) from any liability for any claims, loss, and damages (both direct and indirect, including loss of profits, goodwill and business opportunity) arising out of or in any way connected to your use of the Website.

14.3 Notwithstanding the foregoing, nothing in this Agreement is intended to limit any rights you might have under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

#### 15. Indemnity

You will indemnify us against any loss, damages, costs, expenses (include reasonable legal fees) or other claims arising from any breach by you of any of the warranties and any other term of the Agreement.

#### 16. Access to the Website

We will do everything we can to ensure that availability of the Website will be uninterrupted and that transmissions will be error-free. However, this cannot be guaranteed. The Website may be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of a new facility or service. We will attempt to limit the frequency and duration of any such interruption.

#### 17. Notices

Except as otherwise stated, any notices you wish to send to us should be e-mailed to us at

[legal@cubemovement.com](mailto:legal@cubemovement.com). Any notices that we may wish to draw to your attention will be displayed on our Website.

#### 18. Confidential Information

We and you shall endeavour to prevent the disclosure, publication or dissemination of the other's confidential information and shall not use, reproduce, distribute, disclose or otherwise disseminate such confidential information except in connection with the performance of obligations under these Terms.

#### 19. Electronic Communication

When you visit the Website or send emails to us, you are communicating with us electronically. We communicate with you by email or by posting notices on the Website. For contractual purposes, you consent to receiving communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### 20. Costs and Legal Fees

In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and legal fees.

#### 21. Law and Jurisdiction

This Agreement (and any dispute, controversy, proceedings or claim of whatever nature in relation to them) shall be governed and interpreted in accordance with English law and the English courts shall have exclusive jurisdiction in relation thereto.

#### 22. Invalidity

If any part of the terms of this Agreement is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

#### 23. Entire agreement

This Agreement contains the entire agreement between us relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between us in relation to such matters or any statements made to you by any person, including (without limitation) any of our employees or agents. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

#### 24. Assignment

We shall be entitled to assign, transfer or sub-contract or in any way make over the benefit or burden of the Agreement to a third party.

#### 25. No Waiver

A waiver by us of any terms of the Agreement in a particular instance shall not be deemed or construed to be a waiver of such term or condition for the future or affect our rights in respect of any subsequent breach of the terms of this Agreement. All rights and remedies contained in this Agreement shall be distinct, separate and cumulative and no action or inaction by us shall operate to exclude or deprive us of any other rights allowed by law.

#### 26. Third Party Rights

No third party shall be deemed under the Agreement to have enforceable rights by virtue of the Contracts (Rights of Third Parties Act) 1999.

#### 27. Nature of Agreement

This Agreement shall not constitute a partnership, agency or joint venture between the parties.

#### 28. Contact us

If you have any concerns about the Website please contact us at [legal@cubemovement.com](mailto:legal@cubemovement.com).