

Terms of use

From Earthwise

[Jump to navigation](#) [Jump to search](#)

1. User agreement

1.1 Earthwise is operated by the British Geological Survey (BGS), a Public Sector Research Establishment in the United Kingdom whose legal entity is the Natural Environment Research Council (NERC). BGS was established in 1835. It is the world's oldest national geological survey and the United Kingdom's premier centre for earth science information and expertise. The BGS provides expert services and impartial advice in all areas of geoscience. Our client base is drawn from the public and private sectors both in the UK and internationally.

1.2 These Terms of Use constitute an agreement between you and BGS that governs your use of Earthwise and all the associated services (collectively 'Earthwise'). Please read the Terms of Use carefully. By using this Earthwise site you agree that you have read, understood, and accepted the terms and conditions in the Terms of Use. If you do not agree with any of these conditions, please do not use Earthwise.

1.3 BGS, as a public sector body, treats your privacy with extreme care. Please read our [Privacy policy](#) which identifies how Earthwise uses, collects, and stores information it collects through Earthwise services. We will only hold your personal information for as long as is required and simply to affect your use of the Earthwise site.

1.4 BGS also operates a Personal Information Charter. By using Earthwise, you additionally agree that you are content with BGS's [Privacy policy](#).

1.5 Earthwise is open to all Users and for all purposes, and we ask that you keep this in mind when using the Earthwise services.

1.6 BGS may change the Terms of Use from time to time to reflect changes in BGS policy or UK or European legislation. This will always be the latest version of the Terms of Use. Your continued use of the services constitutes your acceptance of any changes to or revisions of the Terms of Use.

2. Registering as a Earthwise user

2.1 In order to use some features of the Earthwise services, you will need to register with Earthwise and create an account. Creating an account is optional, but without an account you will not be able to save or publish articles or comments on Earthwise. When registering for a personal account, you will be asked to provide certain personal information, such as your email address, username, real name and a brief personal biography. Please see BGS's [Privacy policy](#) regarding data retention and usage policies.

2.2 You are responsible for keeping your password secret and your account secure. You are solely responsible for any use of your account, even if your account is used by another person.

If any use of your account violates the Registration Agreement, your account may be suspended or deleted.

2.3 You may not use another person's Earthwise account without permission.

2.4 Account names cannot be changed. If you want a different account name, create a new account and request that the site administrator transfers the files.

2.5 If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft, or unauthorised disclosure of your password), promptly change your password. If you cannot access your account to change your password, notify us at earthwise@bgs.ac.uk.

Rules for using Earthwise

3.1 Earthwise is aimed at promoting the Geosciences and raising knowledge and awareness in this area of science. Earthwise is intended for a wide geoscientific audience, and some content may be inappropriate for the Earthwise geoscience community. You may not use the Earthwise service in any way, that:

1. promotes bigotry, discrimination, hatred, or violence against any individual or group
2. threatens, harasses, or intimidates any other person, whether that person is a Earthwise user or not
3. contains foul language or personal attacks
4. contains sexually explicit or graphically violent material
5. provides instructions on how to commit illegal activities or obtain illegal products
6. asks any other user for personally identifying information, contact information, or passwords or

7. exposes any other person's personal information or identity, contact information, or passwords without that person's permission.

3.3 You agree to comply with all applicable laws and regulations when you use Earthwise . You may not use Earthwise in any unlawful way, including to harass, stalk, or defame any other person.

3.4 You may not impersonate, imitate or pretend to be somebody else when using the Earthwise services.

3.6 You agree not to use BGS's Earthwise in any way intended to disrupt the service, gain unauthorised access to the service, or interfere with any other user's ability to use the service. Prohibited activities include, but are not limited to:

1. posting content deliberately designed to crash the Earthwise website or editorial interface

2. linking to pages containing viruses or malware

3. using administrator passwords or pretending to be an administrator

4. repeatedly posting the same material, or 'spamming.'

3.7 Commercial use of Earthwise, user-generated content, and support materials is permitted under the Creative Commons Attribution-ShareAlike 3.0 Unported Licence (CC BY-SA). However, BGS's Earthwise staff reserves the right to block any commercial use of Earthwise that, in the Earthwise staff's sole discretion, is harmful to the community being supported by Earthwise. Harmful commercial use includes spamming or repeated advertisement through projects, comments, or forum posts.

3.8 How to avoid malware?

3.9 If you don't want your content edited the please don't contribute.

4. User-generated content and licensing

4.1 For the purposes of the Terms of Use, "user-generated content" includes any articles, comments, forum posts, or links to third-party websites that a user submits to Earthwise.

4.2 BGS's Earthwise staff encourage everyone to foster creativity by freely sharing code, text, images, and other works. However, we also understand the need for individuals and companies to protect their copyright and other valuable intellectual property rights. You are responsible for making sure you have the necessary rights, licenses, or permission for any user-generated content you submit to Earthwise.

4.3 All user-generated content you submit to Earthwise is licensed to and through Earthwise under the Creative Commons Attribution-ShareAlike 3.0 Unported Licence (CC BY-SA). This meets BGS's commitment to using a Wikimedia site and in line with the Wikimedia Foundation Inc. terms and conditions. This allows others to view and remix your content. This license also allows Earthwise to display, distribute, and reproduce your content on the Earthwise website. If you do not want to license your content under this licence, then do not share it on Earthwise.

4.4 Although the Earthwise staff requires all users to comply with these Terms of Use, some inappropriate user-generated content might be submitted and displayed on the Earthwise website. You understand that when you use Earthwise you might be exposed to user-generated content that you find objectionable or offensive. If you see any content that violates the Earthwise community or Terms of Use, please let us know via earthwise@bgs.ac.uk. You only need to report an item once. The Earthwise staff regularly reviews reported content.

4.5 In addition to reviewing reported user-generated content, the Earthwise staff reserves the right, but is not obligated, to monitor all uses of the Earthwise service. Subsequently Earthwise staff may edit, move, or delete any content that violates the Terms of Use or other conditions on the Earthwise site, without notice.

4.6 All user-generated content is provided as-is. Earthwise staff provides no warranties about the accuracy or reliability of any user-generated content available through Earthwise. Earthwise does not endorse any views, opinions, or advice expressed in user-generated content. You agree to relieve the Earthwise staff of any and all liability arising from user-generated content.

5. Earthwise content and licensing

5.1 Except for any user-generated content or rights of the Wikimedia Foundation, BGS owns and retains all rights in and to the Earthwise code, the design, functionality, and architecture of Earthwise, and any software or content provided through Earthwise (collectively "the Earthwise IP"). If you want to use Earthwise IP in a way that is not permitted by these Terms of Use, you must first contact BGS. Except for any rights explicitly granted under these Terms of Use, you are not granted any rights in and to any Earthwise IP.

5.2 Earthwise provides support materials, including images, sounds, and sample code, to help Earthwise users. Support materials are licensed under the Creative Commons Attribution-

ShareAlike 3.0 Unported Licence (CC BY-SA). You may also use screenshots of Earthwise under the same licence. Please note that this does not apply to materials that are also BGS trademarks or other third-party trademarks as described in parts 5.4 and 5.5, below. The Creative Commons Attribution-ShareAlike 3.0 Unported Licence (CC BY-SA) requires you to attribute any material you use to the original author. When you use Earthwise support materials, or screenshots of the Earthwise website, please use the following attribution: "Earthwise BGS©NERC."

5.3 The term 'Earthwise' is a European Community Trademark owned by the Natural Environment Research Council. Unless you are licensed by BGS or NERC under a specific licensing programme or agreement, you may not use the Earthwise, BGS or NERC logos to label, promote, or endorse any product or service. You may use the Earthwise logo to refer to the Earthwise wiki site.

5.4 The Earthwise support materials library may contain images and content that are intellectual property of third parties. The fact that materials are included in the Earthwise support materials library does not in any way limit or reduce intellectual property rights ("IPR"), including trademark rights, otherwise available to the owners of the IPR. Nothing in these Terms of Use or the Creative Commons Attribution-ShareAlike 3.0 Unported Licence (CC BY-SA) will be construed to limit or reduce any party's rights in that party's valid trademarks. You may not use these materials to label, promote, or endorse any product or service. You are solely responsible for any violation of a third party's intellectual property rights caused by your misuse of these materials.

6. Earthwise helpline

6.1 If you are a copyright holder and believe that any content on Earthwise violates your rights, you may send a notification to earthwise@bgs.ac.uk. We will act quickly to respond to any issue or matter you raise and try to help in any way possible which, as outlined previously, might include removal of content from the Earthwise site.

6.2 If you are an Earthwise user and you believe that your content did not constitute a copyright violation and was taken down in error, you may also notify us at the location in Clause 6.1. Please include:

- Your Earthwise username and email address;
- The specific content you believe was taken down in error; and
- A brief statement of why you believe there was no copyright violation (e.g., the content was under copyright, you had permission to use the content, or your use of the content was a "fair use").

7. Suspension and termination of accounts

7.1 Earthwise has the right to suspend your account for violations of the Terms of Use or other conditions on our site. Repeat violators may also have their account deleted. Earthwise staff reserves the sole right to determine what constitutes a violation of the Terms of Use. Earthwise staff also reserves the right to terminate any account used to circumvent prior enforcement of the Terms of Use.

7.2 If you want to delete or temporarily disable your account, please email earthwise@bgs.ac.uk.

8. Third-party websites

8.1 Content on Earthwise, including user-generated content, may include links to third-party websites. The Earthwise Team is not capable of reviewing or managing third-party websites, and assumes no responsibility for the privacy practices, content, or functionality of third-party websites. You agree to absolve Earthwise staff, BGS and NERC of any and all liability arising from third-party websites.

9. Indemnification and limits of liability

9.1 You agree to indemnify Earthwise, BGS and NERC and each of its officers, employees, students, visiting researchers and agents (“the Indemnified Parties”), hold them harmless and keep them fully and effectively indemnified from and against any and all claims, damages and liabilities asserted by any third party (including where applicable your employees) arising directly or indirectly from the use of the Earthwise site, except to the extent caused by the negligence of the Indemnified Party and provided that the Indemnified Party in question must:

(i) promptly notify BGS/NERC of details of the claim (ii) not make any admission in relation to the claim (iii) allow BGS/NERC to have conduct of the defence or settlement of the claim and (iv) give the BGS/NERC all reasonable assistance (at BGS/NERC’s expense) in dealing with the claim.

9.2 Nothing in these Terms and Conditions excludes or limits the liability of either you or BGS/NERC for death or personal injury arising from its negligence, or for fraud, or for any other liability that, by law, cannot be excluded or limited.

10. Disclaimer of warranty

10.1 You acknowledge you are using the Earthwise site at your own risk. Earthwise is provided “as-is” and BGS/NERC and the Earthwise staff give no warranty as to the quality or accuracy of the information, fitness for purpose, reliability, non-infringement, the medium on which it is provided, or its suitability for any use. All conditions, implied or otherwise, relating to the quality or suitability of the information and the medium, and all liabilities arising from the

supply of the information (including any liability arising in negligence) are excluded to the fullest extent permitted by law.

10.2 BGS/NERC further excludes all liability arising from any errors or omissions in any data or content provided by you. Except as stated above, the BGS accepts no liability for any loss or damage which may be caused by the condition of the disk or file in which the information is provided to you, and you are expected to operate suitable anti-virus software before loading it into your computer system. You are responsible for ensuring that the form of the information you are downloading is compatible with your computer system and any other data with which the information is to be used.

11. Jurisdiction

Earthwise is operated by BGS from its facilities in the United Kingdom. BGS makes no representations that Earthwise is appropriate or available for use in other locations. Those who access or use Earthwise are responsible for compliance with local law.

12. Legal jurisdiction

You agree that these Terms of Use, for all purposes, shall be governed and construed in accordance with English law and you will submit to the exclusive jurisdiction of the Courts England and Wales except that any user may bring an interim or emergency injunction in any court of competent jurisdiction. Any action based on, relating to, or alleging a breach of the Terms of Use must be brought in England. In addition, we will agree to submit to the exclusive personal jurisdiction and venue of such courts.

13. No waiver

No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and BGS/NERC's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

14. Entire agreement

This document constitutes the entire Terms of Use and supersedes all previous agreements with the BGS/NERC relating to the use of Earthwise.

Retrieved from 'http://earthwise.bgs.ac.uk/index.php?title=Terms_of_use&oldid=29739'

Navigation menu

Personal tools

- Not logged in
- [Talk](#)
- [Contributions](#)
- [Log in](#)
- [Request account](#)

Namespaces

- [Page](#)
- [Discussion](#)

Variants

Views

- [Read](#)
- [View source](#)
- [View history](#)
- [PDF Export](#)

More

Search

Navigation

- [Main page](#)
- [Recent changes](#)
- [Random page](#)
- [Help about MediaWiki](#)

Tools

- [What links here](#)
- [Related changes](#)
- [Special pages](#)
- [Permanent link](#)
- [Page information](#)
- [Cite this page](#)
- [Browse properties](#)

• This page was last modified on 23 September 2016, at 08:45.

- [Privacy policy](#)
- [About Earthwise](#)
- [Disclaimers](#)

