

1884 Digital Memorial - Terms of Use

Rhianna Ilube and Koro (together we, us and our) present the **188.4 FM Experience**, a companion piece that we have created to accompany 1884, an immersive playable theatre show inspired by the lack of memorialisation of colonial history and anticolonial protest movements. The companion piece includes a series of games exploring the history of the 1884 Berlin Conference, as well as links to the 1884 memorial.

The **1884 memorial** is a virtual memorial inviting you to leave audio recordings sharing your reflections on the 1884 live show and/or the history of the 1884 Berlin conference. **If you leave an audio recording, it may be included in the 1884 memorial.**

If you do not agree to these Terms of Use, or do not want your reflection to be considered for and potentially included in the 1884 memorial, please do not access this website or leave an audio recording.

We only provide the 1884 FM Experience website for private use of individual users and not for corporate use.

We may update the 188.4 FM Experience website to implement technical adjustments or make improvements. Any new features that are added to the website shall be subject to these Terms of Use.

If you have any questions about these Terms of Use, please contact us on info@koro.org.uk.

Age requirement:

If you want to access or contribute to the 1884 memorial, you must be **18 years of age and over**.

Reflections:

If you choose to leave an audio recording or a written message as part of the 188.4FM Experience, you are giving us permission to use your recording or written message anonymously in the 1884 Memorial, and in public communications about 1884, the 1884.FM Experience or Koro more broadly. The 1884 FM Experience will be available to members of the public and accessible online worldwide. We may edit your recording in order to enhance the sound quality, or remove elements that may identify you, but will not change the meaning of your reflection. We are under no obligation to use your reflection and cannot guarantee it will be included as part of the 1884 memorial.

Your details:

If you decide to record your reflection as part of the 1884 memorial, we ask you to provide us with your name and email address. We use your details to allow us to identify your reflection, and respond to any requests you make for further information about our use of your recording. Further information on how we use your details and your recording are set out in the Privacy Policy that can be found on our website.

Participant Information:

Participant information means any information (including without limitation your reflection and your details) which you provide to us through as part of the 188.4 FM Experience. You must ensure that any Participant Information which you record and/or transmit through the 188.4 FM Experience website is yours.

You are solely responsible for all Participant Information that you provide and (subject to the Limitation and Exclusion of Liability clause), we can accept no responsibility for any loss or damage of any kind incurred as a result of any Participant Information that you provide.

By providing Participant Information, you grant to us (subject to the Privacy Policy below):

- A licence to use your name and email address for the identification of your reflection for internal purposes; and
- A licence to record, use and store your reflection, in whole or in part. This includes using your reflection as part of the 1884 memorial. The 1884 memorial will be online and accessible by the public anywhere in the world.

We may actively monitor Participant Information provided via the 188.4 FM Experience and we reserve the right to delete any Participant Information that is deemed by us (in our absolute opinion) to be inappropriate or unlawful.

You agree that we may preserve Participant Information (and may also disclose Participant Information) if required to do so by law, or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- Comply with legal process;
- Enforce these Terms of Use;
- Respond to claims that any Participant Information violates the rights of third parties;
- or
- Protect the rights, property, or personal safety of Us, Our participants and the general public.

Unacceptable use:

You will make sure that the Participant Information which you provide and your use of the 188.4 FM Experience website:

- does not breach, violate or infringe in any way upon the intellectual property rights of any third party;
- does not knowingly or negligently cause harm to minors in any way;
- will not intimidate, stalk, mock, lambast, scare, pervert, or otherwise harass another individual;
- will not be used to intentionally or unintentionally contravene or in any way not comply with regional, national and international law;
- will not be used to forge headers or otherwise manipulate any content transmitted through the 188.4 FM Experience website in order to disguise its origin;
- will not overburden, damage or impair the operation of the 188.4 FM Experience website;
- will not be used as a forwarding service to another website; and

- will not harvest or collect email addresses or other personal information from other participants for any purpose whatsoever, including but not limited to sending unsolicited emails or messages.

You must not misuse the 188.4 FM Experience website by knowingly or negligently introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

You must not attempt to gain unauthorised access to the 188.4 FM Experience website or to the server(s) on which the 188.4 FM Experience website is stored or any server, computer or database connected to the 188.4 FM Experience website.

You must not attack the website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this Clause, you would commit a criminal offence under the Computer Misuse Act and possibly other legislation. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the 188.4 FM Experience website will cease immediately.

You must not use the 188.4 FM Experience website for any commercial or business purposes.

Intellectual property:

We own all intellectual property rights in:

- the website; and
- all of the content available through the 188.4 FM Experience (Our Content).

All Participant Information that you provide through the website is owned by you (Your Content).

You are expressly prohibited from using the 188.4 FM Experience website and/or Our Content except where we grant you (and you comply with) a licence

Our names and logos are our registered (and/or pending) trademarks. To the extent that there are trademarks or logos from other organisations on the website, they are the trademarks and logos of those respective organisations. You are granted no general right or commercial licence with respect to our trademarks and logos or of the trademarks or logos of those other organisations.

Your licence:

Subject to Your ongoing compliance with these Terms of Use, we grant you a limited, personal, non-transferable, non-sublicensable, worldwide and non-exclusive licence to use the website and Our Content for the exclusive purpose of using the 188.4 FM Experience for your own personal, non-commercial use (Your Limited Licence).

It is a condition of Your Limited Licence that, except where permitted under applicable law, you do not (and do not allow any third party to) copy, modify, create a derivative work from, sell, rent, lease, loan, assign, sublicense, grant a security interest in or otherwise transfer any right in Our Content.

You shall not access the 188.4 FM Experience website by any means other than through the interfaces that are provided by us.

Third-party content and websites:

The Website may contain links to third party websites and third-party content (Third Party Websites and Content).

We do not endorse, sponsor, recommend, or otherwise accept responsibility for any Third Party Websites and Content. In addition, Third Party Websites and Content are not under our control and We are not responsible for the content or privacy practices of the Third Party Websites, including, without limitation, links contained on Third Party Websites or any changes or updates to Third Party Websites.

We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through Third Party Websites.

Fees:

Our Content is provided free of charge unless specifically stated otherwise.

Limitation and exclusion of liability:

- **Unlimited Liability:** Nothing in these Terms of Use excludes or limits (nor will be deemed to exclude or limit) either your or our liability for death or serious injury caused (respectively) by your or our actions or negligence; nor for fraud or fraudulent misrepresentation by either you or us.
- **Exclusion of Liability:** we are not and shall not be liable to you or to any third party for any damages, including but not limited to loss of profit, inaccurate results, loss or corruption of Your Content or any data, Our Content being inaccurate, the cost of recovering any data or Your Content, inability to access the 188.4 FM Experience website, the cost of substitute services, claims by third parties for any damage to computers, software, modems, telephones or any other property, indirect, incidental, special, consequential or exemplary damages, even where we have been advised of the possibility of such damages.
- **Limitation of Liability:** Where liability is not otherwise accepted under the clauses above, you shall not be entitled to any damages of any kind.

You release us from all claims, demands and damages of any kind or nature arising out of or in any way connected with any dispute between You and any other user of the 188.4 FM Experience.

General terms:

These Terms of Use are governed by the laws of England and Wales. All legal proceedings will be exclusively subject to the jurisdiction of the courts of England and Wales.

If we do not exercise or enforce any rights or provision under these Terms of Use, this shall not constitute a waiver of such rights or provisions. If any provision of these Terms of Use are found by a court of competent jurisdiction to be invalid, the courts nevertheless should endeavour to give effect to the Parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

These Terms of Use represent the entire understanding between us and you and they supersede any previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, between us and you.

We may change these Terms of Use and We will post an updated version on the Website on each occasion. By continuing to use the 188.4 FM Experience website or providing us with information after we have posted an updated Terms of Use, you consent to the revised Terms of Use.