

Bumply®: Consumer Terms of Use

Introduction

1. The Bumply app (the **App**) is owned and operated by Bumply Limited a company registered in England and Wales with company number 10107628, registered office 42-44 Nottingham Road, Mansfield, Notts NG18 1BL (**Bumply, we, us**). By using the App you agree to be bound by these terms (the **Terms**) together with the privacy policy accessible in the App (the **Privacy Policy**). These Terms and the Privacy Policy affect your legal rights and obligations so please read them carefully. If you do not agree to be bound by these Terms and/or the Privacy Policy, do not use the App. If you have any questions, you can contact us at support@bumply.co.uk
2. We reserve the right to update these Terms from time to time at our discretion. If we do so, the updated version will be effective as soon as it is accessible. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them.

Registration

3. These terms apply to any consumer access to the App. If you wish to register on the App as a business user, please see our Terms of Use for Businesses [link].
4. When you register at the App as a consumer user, you provide certain information which we shall process in accordance with the terms of our Privacy Policy. You are responsible for all activities that occur under your account. You may only register on the App using your own details, and all information you provide to us on registration must be accurate and complete.

Use of the App

5. The App enables consumer users to create a profile including details of their estimated date of delivery, area where they live, age, hobbies and places they like to visit. The information in a user's profile is available to all other users of the App.
6. Users can also send *bumps* to other users, and if the other user sends a *bump* in return, the users can then send direct messages to each other. All direct messages are managed by Twilio, Inc and Bumply does not have any access to the content of such messages. Accordingly, Bumply has no liability for the content of any message sent between users.
7. Users can also view profiles or and register to events operated by businesses on the App. If you do so, you agree that the business will be able to view your profile on registration and to send you a direct message. We ask such businesses users only to send one direct message to you. If you do not respond, or respond to ask that the business does not contact you further, the business should not contact you further. If you believe that a business has contacted you in breach of this Clause 7, please contact us.
8. Bumply permits consumer users to use the App for personal use only.

9. When you use the App you must comply with all applicable laws. In particular, but without limitation, you agree not to (a) try to gain unauthorised access to the App or any networks, servers or computer systems connected to the App; (b) use the App in any manner that could damage, disable, overburden or impair our servers or networks or interfere with any other user's use and enjoyment of the App; and/or (c) save to the extent expressly permitted by law and not capable of exclusion by law, copy, reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble all or part of the App.

User content

10. There are many opportunities for you to provide content to the App and to other users (**User Content**). You understand and agree that User Content may be viewed by other users on the App, and that they may be able to see who has posted User Content. You further agree that we can use User Content for any other purpose, and combine User Content with other content for use within the App and otherwise. We do not have to attribute User Content to the user who first provided that User Content.
11. User Content must comply with all applicable laws and regulations. In particular, but without limitation, your User Content must not (a) be inaccurate, false or misleading; (b) promote racism, hatred or physical harm of any kind against any group, establishment or individual; (c) harass or encourage harassment of another person; (d) promote illegal activities, criminal conduct or conduct that is abusive, threatening, obscene, defamatory or libelous; (e) contain inappropriate content, including sexual or violent content; (f) involve the transmission of junk mail, chain letters, or unsolicited mass mailing or spamming; and/or (g) infringe any third party rights, including copyright, trade marks or rights of privacy.
12. We are not responsible and accept no liability for User Content including any User Content that contains incorrect information or is defamatory about another user. We accept no obligation to screen, edit or monitor any User Content but we reserve the right to remove, screen and/or edit any User Content without notice and at any time. We do not necessarily endorse any opinion or statement contained in any User Content.

Meeting other users

13. You understand that we do not investigate the backgrounds of any users or check the information provided by users, including businesses on the App. You agree to take all necessary precautions in all interactions with other users, particularly if you decide to communicate outside the App or meet in person. Bumply shall have no liability to you whatsoever in relation to your interactions with other users of the App.
14. We recommend that you follow the UK government guidelines set out here: <https://www.getsafeonline.org/social-networking/>

Bumply Content

15. The copyright in all material contained in the App including all information, data, text, images, and all source code and other software is owned by or licensed to Bumply (**Our Content**). All rights are reserved. You can view, print or download extracts of the Content for your own use but you cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use Our Content without our permission. The BUMPLY® trade mark is owned by Bumply Limited.
16. Our Content includes information about pregnancy and health. You acknowledge that Our Content is for information only and you should not rely on it as advice. If you have any concerns about your health, or the health of your baby, you should seek professional medical advice. You agree that Bumply is not responsible for your health and/or pregnancy.

Third party content

17. The App allows businesses to register on the App and to interact with other users to promote their businesses, goods and their services, including events. The App may also contain links to websites or apps operated by such third parties. We are not responsible for and do not endorse any third party websites or apps or their availability or content.
18. We accept no responsibility for adverts contained within the App. If you agree to purchase goods and/or services from any third party who advertises in the App, you do so at your own risk. The advertiser, and not Bumply, is responsible for such goods and/or services and if you have any questions or complaints in relation to them, you should contact the advertiser.

Liability and disclaimer – Your attention is particularly drawn to this section

19. We warrant that the App will be of satisfactory, fit for purpose and as described. But, and subject to these warranties, to the maximum extent permitted by law (a) Bumply disclaims all liability whatsoever, whether arising in contract, tort (including negligence) under statute or otherwise in relation to the App including all content uploaded by users; and (b) all implied warranties, terms and conditions relating to the App (whether implied by statute, common law or otherwise), including without limitation any warranty, term or condition as to accuracy, completeness, reliability, availability and non-infringement are excluded. Your statutory rights as a consumer are not affected.
20. If there is a problem with the App that damages a device or any other digital content belonging to you and this is caused by our failure to use reasonable skill and care, we will either repair the damage or pay you compensation up to £20 per device. However, we will not be liable for damage which you could have avoided by following our advice to download and install an update offered to you for free or for damage caused by you failing to correctly follow instructions about use or anything in the documentation on the App. Nothing in these Terms shall be construed as excluding or limiting the liability of Bumply for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation or for any other liability which

cannot be excluded by English law.

Availability

21. There may be occasions when access to the App may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. You also acknowledge that the App may be subject to breaches of security and that the submission of content and interactions with other users may not be secure.
22. We reserve the right to remove any content or features from the App for any reason, without prior notice and/or to suspend or cease providing any services relating to the App without notice, and shall have no liability or responsibility to you in any manner whatsoever in such circumstances.

Termination

23. We may suspend or delete your account if (a) you have breached any provision of these Terms; (b) we cannot verify or authenticate any information you provide to us; and/or (c) we determine that your conduct could damage our reputation. If we delete your account (a) you must cease to use the App and delete it from your device; (b) you may not re-register under a different name; and (c) you acknowledge that your User Content may be deleted.
24. You may terminate your account at any time by deleting the App, or by contacting us at support@bumply.co.uk.

General

25. These Terms and the Privacy Policy (as amended from time to time) constitute the entire agreement between you and Bumply concerning your use of the App. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties and all other provisions shall remain in full force. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
26. You consent to receive all communications including notices and other information from Bumply electronically. Bumply may provide all such communications by email, text or by posting them on the App.
27. If you have any complaint or wish to raise a dispute under these Terms or otherwise in relation to the App please follow this link <http://ec.europa.eu/odr>
28. These Terms shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts.

Last updated: August 2018