

TERMS OF USE

urbanstudiesonline.com Terms of Use

'You' and 'Your' refers to you as a contributor to or user of **urbanstudiesonline.com**.

'Us,' 'We' and 'Our' refers to Urban Studies Journal Ltd ("USJ") and its affiliates including but not limited to SAGE Publications, Ltd. ("SAGE").

'SAGE Community Sites' refers to any similar SAGE community or social website developed and launched by SAGE.

Using urbanstudiesonline.com:

1. This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of the **urbanstudiesonline.com** website, and your authorization to access and use the **urbanstudiesonline.com** website is conditional on your agreement to abide by the terms set forth herein and all applicable laws. By using the **urbanstudiesonline.com** website, you expressly agree to be bound by the terms of this Agreement and all applicable laws. Please read this Agreement and save it.
2. We may modify this Agreement from time to time and such modification shall be effective upon posting on the **urbanstudiesonline.com** website. Your continued use of the **urbanstudiesonline.com** website after we post a revised Agreement signifies your acceptance of the revised Agreement. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

Intellectual Property:

Your Intellectual Property

3. By posting material on the website or by submitting material to be posted on the website, you grant to us a royalty-free, non-exclusive, and irrevocable license to post your material on **urbanstudiesonline.com**. As used in this Agreement, "material" includes all content posted on the website including but not limited to text, images, photos, hyperlinks and attachments (e.g., documents, files, etc.). A non-exclusive license means that you are free to use your own copyright material in any way you wish. Because website information may theoretically exist online in perpetuity, this license is irrevocable.
4. You agree to allow us to let other registered users use your material in the same way that we allow you to use the material of other contributors on **urbanstudiesonline.com** (i.e., as contemplated by Paragraphs 7 and 8 below). In addition, you grant us the rights to:
 - a) Use your material in marketing and promotional materials.
 - b) Post your material to other SAGE Community Sites.
 - c) Publish your material in the *Urban Studies* journal.
 - d) Allow the British Library to collect and store your material for perpetual archiving purposes which may be accessed by third parties on the premises of the British Library and/or via the worldwide web. Such British Library users shall also have the right to make full copies of your material for non-commercial purposes in all mediums.
5. If we re-use your material we will credit the original material and its author. If a SAGE Community Site user uses your material, such user will be subject to the terms of Paragraphs 7 and 8 below.

Other Intellectual Property

6. **urbanstudiesonline.com** and its content are protected by copyright, trademark, database rights and other intellectual property rights. You have no rights in connection with the **urbanstudiesonline.com** website or its content except as otherwise expressly provided herein (e.g., rights in your own intellectual property

contemplated at Paragraphs 3, 4 and 5 above and the rights to other intellectual property contemplated in Paragraph 7 below.

7. You may read our material or the material owned by other contributors and download and print extracts from the **urbanstudiesonline.com** website for your personal use pursuant to the terms herein and as otherwise permitted by applicable law (e.g., under fair use or fair dealing copyright exceptions), provided the original material and its authors are properly credited.
8. You may not use, copy or adapt our **urbanstudiesonline.com** content for commercial or profit-making purposes without our prior written permission except in the case of content submitted by you. Subject to the terms of Paragraph 7, you may not use material owned by other contributors without their respective prior written permission(s). We cannot grant you permission under this Paragraph to use such material that we do not own.

Your responsibilities in using the website:

9. Your warranties and responsibilities to USJ and the **urbanstudiesonline.com** website:
 - a) You warrant that the material you post or submit for posting to the **urbanstudiesonline.com** website will not violate any existing copyright or other intellectual property right of any party, including but not limited to design rights, patents and trademarks. If you are using any work where the copyright is not owned by you and fair use or fair dealing copyright exceptions do not apply, you must get written permission from the copyright owner. If you are unsure whether a particular work is subject to a copyright exception, then obtain written permission or do not use it. Even if material is widely used by others, do not assume it is in the public domain. Make sure that you have the right to use material from a creative commons license by tracing back the material to the original copyright holder. Others may erroneously 'license' work that is not theirs on a creative commons (or similar) template. If you use the material of others in a fair use/fair dealing context, you must be sure to acknowledge the correct source and copyright holder. Further, if you are submitting or posting your *own* published work, you must make sure that you are authorized to grant us the rights set forth in Paragraphs 3 and 4 above. Even if you have retained copyright in your work, you may have granted rights which control reuse of your work to your publisher. You must check the terms of your contract with your publisher and, if necessary, obtain written permission for reuse. If in doubt, you must obtain written permission from your publisher or not use the material.
 - b) You warrant that your material will not violate any other third party rights, including but not limited to the rights of confidentiality, privacy rights, publicity rights, proprietary rights and trade secrets.
 - c) You warrant that your material will not contain any libelous, untrue or inaccurate statements.
 - d) You warrant that you will refrain from posting content or acting in any manner that could be deemed harassing, stalking, offensive, pornographic, obscene, profane, harmful to minors, or that could incite or promote any violence or racism against any group or individual, or which encourages any unlawful act or omission.
 - e) You warrant that you will refrain from making personal attacks on individuals, companies, organizations, or institutions.
 - f) You warrant that you will not submit or link to any files containing any virus, Trojan horse or corrupted data that might destroy, damage or render inaccessible any files or data on any computer. You additionally warrant not to engage in any conduct with respect to the **urbanstudiesonline.com** website or its users that involves the transmission of junk mail, chain letters, spamming, pyramid schemes, or other fraudulent schemes.
 - g) You warrant that you will not use **urbanstudiesonline.com** as a forwarding service for any other party's website.
 - h) You warrant that you will not use **urbanstudiesonline.com** to advertise goods or services or make any direct sales, even if on behalf of a charity or non-profit organization. You are permitted to mention products that may be relevant to a discussion thread or topic but you agree to do this in

an appropriate manner. USJ reserves the right to remove content that goes beyond what we in our sole discretion consider to be appropriate and may require that you immediately cease such promotional activity.

- i) You warrant that you will not impersonate any other person, whether a public figure, private individual, or any person connected with **urbanstudiesonline.com** or falsely state or otherwise misrepresent your affiliation with any person or entity, or to obtain access to **urbanstudiesonline.com** without proper authorization.
 - j) You agree that you are responsible for maintaining the confidentiality of your username and password. You agree to not use the account, username, or password of another party, or disclose your own password to any third party at any time.
 - k) You agree not to tamper with or circumvent the functions or security features of this website, including but not limited to hacking or attempted hacking, disabling servers or disrupting in any way the hosting and capacity of **urbanstudiesonline.com**.
 - l) You agree not to use any oversize fonts or Java scripts. Please only use the facilities provided by **urbanstudiesonline.com** for content creation.
 - m) You agree not to use **urbanstudiesonline.com** in a manner that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack), or that otherwise negatively affects other persons' ability to use **urbanstudiesonline.com**.
 - n) You agree not to monitor or copy **urbanstudiesonline.com** or the content contained within it by any manual or automated means including but not limited to agents, robots scripts, crawlers, data mining tools, or spiders.
 - o) You agree not to use **urbanstudiesonline.com** in a way that employs misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through **urbanstudiesonline.com** or to users.
 - p) You agree not to post irrelevant content, repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on the infrastructure for **urbanstudiesonline.com**.
 - q) You warrant that you will not participate in any activities or use **urbanstudiesonline.com** in any manner that violates this Agreement or any applicable laws, rules or regulations.
 - r) You warrant that your material will not link to any websites that contravene subparagraphs (a) to (q) above.
10. You agree to indemnify USJ and SAGE, their affiliates, and their respective directors, employees and agents from and against any claims in respect of a breach by you or an alleged breach of any of the above conditions.
11. Please notify us immediately in the event you become aware of any material that breaches any section of Paragraph 9 above at <http://journals.sagepub.com/home/usj>.

Our position:

12. Users should be aware that any material posted on the **urbanstudiesonline.com** website comes from a wide variety of sources (including third party websites) and our hosting of the **urbanstudiesonline.com** website should not be taken as an endorsement of the views represented in any content or as a representation of our own view or position. USJ, its affiliates, and their respective directors, employees and agents do not assume responsibility or accept liability for any of the comments posted. Please be aware that USJ and SAGE are not responsible for the privacy practices, or content, of third party websites. USJ and SAGE encourage users to be aware when they leave the **urbanstudiesonline.com** website and to read the privacy statements of these third party websites. You should evaluate the security and trustworthiness of any other website connected to the **urbanstudiesonline.com** website or accessed through this website yourself, before disclosing any personal information to them. USJ, its affiliates, and their respective directors, employees and agents will not accept any responsibility for any loss or damage in whatever manner, resulting from your disclosure to third parties of personal information. If you do

create a link to a third party website, you do so at your own risk and the exclusions and limitations set out herein will apply to your use of such third party website by linking to it.

13. Contributions to **urbanstudiesonline.com** are not moderated on a post-by-post basis. Please contact us immediately if you have a complaint against any posted material in accordance with Paragraph 11 above.
14. We have the right to remove, delete, reject, or refuse to post any material from the website at any time, with or without prior notice or explanation, for any or no reason, including content we believe could be unlawful or infringe the right of others in any way. We expressly reserve the right to deny, restrict, or terminate your access to the **urbanstudiesonline.com** website if we determine, in our sole discretion, that you have violated this Agreement, or pose a threat to the website or its users.
15. We do not undertake to keep any material available on the website for any period of time. If your own content is important to you, please save it independently.
16. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication by you or any other user. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on the **urbanstudiesonline.com** website or combination thereof, including any injury or damage to computer equipment related to or resulting from participation or downloading materials in connection with the **urbanstudiesonline.com** website.
17. The **urbanstudiesonline.com** website is provided "AS-IS" and we make no representations or warranties, express or implied (including but not limited to any implied warranty, representation, term, condition or undertaking of satisfactory quality or fitness for a particular purpose). Furthermore, USJ and SAGE do not warrant that the functions of the **urbanstudiesonline.com** website will be uninterrupted or error-free, that defects will be corrected, or that the website or the servers that makes the **urbanstudiesonline.com** website available are free of viruses or other harmful components. All such representations and warranties are excluded to the fullest extent allowed by law.
18. We do not exclude or limit our liability for any liability that cannot be excluded by law.
19. Subject to Paragraph 18, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE **URBANSTUDIESONLINE.COM** WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
20. Any delay or forbearance on our part of enforcing these terms should not be deemed to be a waiver of the term, neither will it prejudice our rights.
21. If any of these terms are held to be unenforceable or invalid, the unenforceable or invalid provision will not affect the remainder of these terms, which will continue in full force and effect.
22. By using this website, you agree that we may collect your personal information which may be obtained by our use of cookies (see <https://uk.sagepub.com/en-gb/eur/cookie-policy>) and that our use of such personal information will be in accordance with our Privacy Policy (see <https://uk.sagepub.com/en-gb/eur/node/101948>).
23. You agree that USJ, SAGE, its affiliates and their respective designees may contact you in connection with this Agreement and/or in connection with any promotional, marketing, sales and/or any other business communication, correspondence or matters relating to USJ, SAGE or their affiliates.
24. This Agreement shall be construed, interpreted, governed, and enforced in accordance with the laws of England and Wales, without regard to its conflict of law's provisions. You and we consent to the jurisdiction and venue of the courts of England.
25. This Agreement sets forth the entire agreement and supersedes all prior agreements, whether written or oral, between you and USJ with respect to your use of the **urbanstudiesonline.com** website. USJ reserves the right to make changes to this Agreement periodically as further described in Paragraph 2 above. No modification or addition to any of these terms that you may propose will be binding on us unless made in writing and signed by our duly authorized representative.
26. USJ requires users to respect our copyrights. We likewise respect the intellectual property of others. On notice, USJ and SAGE will act promptly to remove content on the website which infringes the copyright

rights of others and will disable the access to the website by anyone who uses them to repeatedly infringe the intellectual property rights of others. If you believe that the website contains elements that infringe your copyrights, please follow our Copyright Notice and Claims Regarding Copyright Infringement Policy (see <https://us.sagepub.com/en-us/nam/copyright>).

27. All rights not expressly granted herein are reserved by USJ.