



Website Terms of Use

This page (together with our [Privacy Notice](#) and our [Cookie Policy](#)) gives you information about us (as defined below) and the terms and conditions (**Terms of Use**) on which you can access and use the Site (as defined below). These Terms of Use are divided into three sections: Part A, which applies to your use of the Site for information only; Part B, which applies to your use of the interactive features of the Site; and Part C, which contains general terms.

By using the Site, you confirm that you accept these Terms of Use and that you agree to comply with them. These Terms of Use will apply to any use of the Site, including where applicable accessing, browsing, uploading and downloading materials or contacting us using the Site. Please read these terms carefully and make sure that you understand them before using the Site. If you refuse to accept these Terms of Use, you must not use the Site.

We may amend these Terms of Use from time to time. Please check these Terms of Use regularly to ensure you understand the terms which will apply at that time. These Terms of Use were last updated in May 2026.

Part A: Use of the Site for information only

1. Information about us

The website, www.bamboo.ac (the Site), is owned by the Swire Chinese Language Foundation, a charitable company registered in England with company number 10177824 and charity number (1171995) (referred to in these Terms of Use as "our", "us" or "we").

2. Other applicable terms

These Terms of Use refer to our [Privacy Notice](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. They also refer to our [Cookie Policy](#), which explains how we use cookies and similar technologies to recognise you when you visit the Site and to make the Site work well for you. By using the Site, you confirm that you have read and understood our Privacy Notice and our Cookie Policy.

3. Availability of the site

We may update the Site and its content from time to time. However, please note that any of the content on the Site may be out of date at any given time, and we are under no obligation to update it.

Due to the inherent nature of the Internet, errors, interruptions and delays may occur in the availability of the Site at any time. Accordingly, the Site is provided on an "as is" and "as available" basis without any warranties. We do not accept any liability arising from any interruption in the Site's availability.

We reserve the right to withdraw or suspend the Site (or any part of it) at any time without notice where we deem this to be necessary. We do not accept any liability for such withdrawal or suspension of the Site or any of its content.

4. No reliance on site content

The information on the Site (including anything uploaded or posted by other Site users) does not necessarily reflect our views and opinions. You are responsible for checking the accuracy of relevant facts, instructions, suggestions and/or opinions given on the Site before entering into any commitment based upon them. We do not accept any liability for any inaccuracy in any content available on the Site.

5. Copyright and trade marks

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. Except as expressly stated otherwise in these Terms of Use, all such rights are reserved and nothing in these Terms of Use shall be construed as conferring any licence to use or reproduce any content included on the Site.

Unless otherwise notified to you on the Site, you must not copy or distribute any of the Site's material for any commercial or business purpose. You may not use our name (Swire Chinese Language Foundation) or any version of it, or logos and/or other trade marks (whether registered or unregistered) unless expressly stated otherwise in these Terms of Use.

We offer an integration with Google Gemini, a generative artificial intelligence (**AI**) tool which you can use to assist with the generation of User Materials (defined below) uploaded to the Site. Under Google's Terms of Service, Google says that it will not claim ownership over new content generated by or using Google services, including Gemini. As such, SCLF considers all such content (i.e. the 'output' created by or with the help of Google Gemini or other generative AI tools) to be "User Materials" as defined below. 'Google' and 'Gemini' are trade marks of Google, LLC.

6. Use of the site

You agree not to use the Site:

- (a) to create a database or dataset (electronic or otherwise) that includes substantial amounts of material downloaded or otherwise obtained from the Site; and you shall not use, copy, scrape, or extract any of the Site's content for any machine learning and/or artificial intelligence-related purposes (including the training or development of such technologies);
- (b) to misrepresent your identity, or claim any false relationship of endorsement or partnership between you and us (which would include using the Site or any of its content to promote or encourage the sale of your goods/services without our prior written agreement);
- (c) to send to us or disseminate any unsolicited or unauthorised advertising, promotional materials, or any other form of solicitation;
- (d) to transmit or re-circulate any material obtained from the Site to any third party except where expressly permitted under these Terms of Use;
- (e) to obtain and/or store personal data derived from the Site;
- (f) in such a way so as to remove the copyright or trade mark notice(s) from any copies of any content made in accordance with these Terms of Use unless expressly permitted to do so;
- (g) to harm the Site or disseminate any material that contains software viruses or any other computer code, files or programmes designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise to hack (or attempt to hack) into the Site;

- (h) in any way that might harm any person or infringe an individual's privacy or other rights;
- (i) in any way that is unlawful (including fraudulent) or that might bring us or any of our associates into disrepute; or
- (j) to post links that direct users to material that contravenes any of the above restrictions.

7. Links to other websites

Any links on our Site may take you to third party websites over which we have no control. You acknowledge that the content on those pages is not subject to our control, their owners may be independent from us and we do not endorse or accept any responsibility for their content. We will not be liable for any loss or damage that may arise from your use of them.

As mentioned above, we offer an integration with Google Gemini, an AI tool which you can use to assist with the generation of User Materials (defined below) uploaded to the Site. Please refer to our [Terms of Use for AI functionality](#) and Google's [Terms of Service](#), Generative AI Prohibited Use Policy and [Privacy Policy](#) for more information about using Google Gemini.

Part B: Use of the interactive features of the Site

8. User-generated content

This Site may include information, content, reviews, recommendations, comments, blogs and materials uploaded by other Site users, including teaching materials for Mandarin language teaching ("**User Materials**"). The User Materials have not necessarily been verified or approved by us. The views expressed by other Site users may not represent our views or values.

9. AI-generated content

Where you or other Site users have chosen to use integrated AI functionality to upload User Materials, the Site may include AI generated content. Such AI generated content has not been verified or approved by us. User Materials created by other Site users with the assistance of AI may not represent our views or values. All users who make use of Google Gemini or other AI tools to create content that they upload to the Site must comply with our [Terms of Use for AI functionality](#) and ensure that any AI generated User Materials will comply with the Standards set out below.

If you wish to complain about any User Materials please contact us on info@swireclf.org. Please contact us immediately if you become aware of any User Materials that are illegal.

10. Uploading materials to our site

Whenever you upload User Materials to our Site you must comply with the following standards set out in these Terms of Use (the "**Standards**") where relevant:

- (a) We are under no obligation to publish your User Materials on the Site and we have the right to not publish them or take them down at any time. Please note that we may select which uploaded Mandarin language teaching User Materials are published on the Site and not all such User Materials are necessarily published.
- (b) Your User Materials must comply with the requirements of our [Editorial Policy](#).
- (c) Your User Materials are original to you (and if not, paragraph (f) applies) and our use of them will not infringe any third-party intellectual property or moral rights.
- (d) All statements in your User Materials purporting to be facts are true and correct.

- (e) You have not entered into any agreement or arrangement which might conflict with our rights under these Terms of Use.
- (f) You have all necessary rights, permissions and authority to upload your User Materials and grant the licence set out in paragraph [11](#) below. Please note that if you are uploading User Materials on behalf of an educational establishment, this means that you are accepting these Terms of Use on behalf of the educational establishment.
- (g) User Materials will be considered non-confidential and non-proprietary.
- (h) You are responsible for securing and backing up your User Materials.
- (i) User Materials must not be defamatory of any person, be obscene, offensive, hateful or inflammatory, promote sexually explicit material, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, be likely to deceive any person, breach any legal duty, promote illegal activity, be abusive or invade another person's privacy or give the impression that the User Materials emanate from a person or organisation that is not you.
- (j) User Materials must be free from viruses and other malware.
- (k) If you assign ownership of the rights in your User Materials to a third party, you will first notify them of the irrevocable licence granted to us in paragraph [11](#) below and ensure that the third party agrees to be bound by these Terms of Use.
- (l) If you use Google Gemini or any other generative AI tool to create or assist with the creation and upload of User Materials to the Website, you are responsible for reviewing, editing and ensuring the accuracy of those User Materials.

You warrant that any User Materials uploaded by you to our Site comply with the Standards, and you are liable to us. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

We have the right to remove any User Materials uploaded by you if:

- (a) a third party claims that the User Materials constitute a violation of their intellectual property rights;
- (b) in our opinion, the User Materials do not comply with the Standards; or
- (c) we have any other reason, at our discretion, to do so.

11. Rights you are giving us to use material you upload

When you upload or post User Materials to our Site, you grant us an irrevocable, perpetual, worldwide, non-commercial, non-exclusive, royalty-free, transferable licence in relation to the User Materials and the copyright and other intellectual property rights (including, if applicable, trade mark rights) that subsist in them to:

- use, reproduce, distribute, prepare derivative works of and display the User Materials (and any derivative works) on our Site and use them otherwise in connection with our charitable object ("**Charitable Object**") to advance education for the benefit of the public. We will use reasonable endeavours to credit the author of the User Materials if you provide us with this information; and
- sub-license the User Materials to other Site users and third parties in connection with our Charitable Object on the terms of a [Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International](#) (CC BY-NC-SA 4.0) Licence or on such other licence terms as we may reasonably determine.

We also have the right to disclose your identity to any third party who is claiming that any User Materials posted or uploaded by you to the Site constitutes a violation of their intellectual property rights, or of their other rights.

12. Rights we give you when you download material

When you download User Materials from our Site we license you to use them under a [Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International](#) (CC BY-NC-SA 4.0) Licence or on such other licence terms as we may notify to you.

We provide no warranties, representations or guarantees in relation to User Materials that you download and you use them at your own risk.

13. Viruses and other malware

We will use reasonable endeavours to ensure that the Site does not contain or propagate any viruses or other malicious code. However, it is recommended that you should virus check all User Materials downloaded from the Site and regularly check for the presence of viruses and other malware.

14. Transmission of information

Unfortunately, the transmission of information via the Internet is not completely secure. Although we will take reasonable steps to protect your personal data, we cannot guarantee the security of information transmitted to our Site; any transmission is at your own risk. Once we have received your information, we will use appropriate technical and organisational measures to ensure that it is adequately protected, in accordance with our [Privacy Notice](#).

15. Your account and password

If you choose to register a username and password, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password at any time if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at by telephoning our customer service team at +44 20 7834 7717 or by emailing us at info@swireclf.org.

Part C: General

16. Consequences of breach of these terms of use

If you breach these Terms of Use, your right to use the Site will cease immediately and, if applicable, you must return or destroy any copies of User Materials that you have made.

17. Limitation of our liability

To the extent permitted by law, we exclude all implied conditions, warranties, representations or other terms which may apply to the Site or any content or User Materials on it. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: the use of, or inability to use, the Site; or the use of or reliance on any of the Site's content or User Materials.

18. Other important terms

Each paragraph of these Terms of Use operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms of Use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

You agree that we may assign, transfer, subcontract or otherwise deal with our rights and / or obligations under these Terms of Use, including in circumstances where we our assets and / or charitable operation are transferred to a third party.

These Terms of Use are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction over any dispute or claim arising under these Terms of Use.