

## Terms of Use

This website is provided by the Chancellor, Masters and Scholars of the University of Cambridge acting through its departments University of Cambridge Local Examinations Syndicate (also known as Cambridge Assessment) and Cambridge Assessment English, based at The Triangle Building, Shaftesbury Road, Cambridge, CB2 8EA, United Kingdom.

Your use of the website at [www.cambridgeenglishonline.org](http://www.cambridgeenglishonline.org) ('the Site') is governed by these terms of use, and by using this Site you consent to these terms of use. You may print and keep a copy of these terms of use. The terms of use are a legal agreement between us and can only be modified with the prior written consent of Cambridge Assessment English. Cambridge Assessment English reserves the right to change the terms at its discretion by changing them on this webpage of the Site.

If you do not agree with any of the terms and conditions in these terms of use you should cease use of the Site immediately.

### 1. Accuracy of Information and Disclaimer

1.1. Cambridge Assessment English will use its reasonable endeavours to ensure that all information on the Site is accurate. However, the Site and material available on the Site is provided for general information purposes only and is not intended to provide comprehensive information or guidance on the subjects covered. Before entering into any contract based on or relating to information on this site, you should obtain full information from the organisation or individual with whom you are establishing the contract. Cambridge Assessment English is not responsible for information provided by any third party in relation to such a contract.

1.2. You acknowledge that any reliance on any information or other material contained on this Site is entirely at your own risk and all other warranties, undertakings, conditions and terms, express or implied, whether by common law, statute, custom, trade usage, course of dealings or otherwise (including without limitation as to quality, fitness for purpose, performance or suitability for purpose) in respect of the Site are hereby excluded to the fullest extent permitted by law.

1.3. Nothing in these terms of use shall exclude our liability to you for fraudulent misrepresentation by Cambridge Assessment English or its employees or for death or personal injury resulting from Cambridge Assessment English negligence or that of our employees.

1.4. SUBJECT TO THE ABOVE, YOU ACKNOWLEDGE THAT OUR LIABILITY TO YOU FOR DIRECT LOSS UNDER ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE SHALL BE LIMITED TO £100 (ONE HUNDRED POUNDS STERLING) FOR ANY ONE INCIDENT OR SERIES OF INCIDENTS. WE SHALL, HOWEVER, IN NO CIRCUMSTANCES BE LIABLE TO YOU UNDER OR IN CONNECTION WITH YOUR USE OF THE SITE FOR ANY INDIRECT, ECONOMIC OR CONSEQUENTIAL LOSS WHATSOEVER; LOSS OF REVENUE; LOSS OF PROFITS; LOSS OF BUSINESS; LOSS OF GOODWILL OR REPUTATION; LOSS OF USE; ANY DELETION, CORRUPTION, DESTRUCTION, LOSS OR REMOVAL OF DATA OR ANY PROFESSIONAL CHARGES.

1.5. You acknowledge that we cannot guarantee that our Site will always be available to you, owing to the nature of the internet. In addition, you acknowledge that our Site may be unavailable owing to maintenance, but where possible we will carry out such maintenance outside core operating hours, and we will try to minimise the period of any disruption.

## **2. Code of conduct**

2.1 You agree to ensure that any details which you supply to us through the Site are accurate and to let us know promptly if any of the details which you have supplied to us about you change.

2.2 If accessing any part of our Site that requires you to enter a password you agree to keep any personal login name and password for use on the Site confidential, and to be responsible for any loss or damage resulting from use of your password by any third party.

2.3 We reserve the right to terminate your access to password-protected areas of our Site should we consider that your use of the Site is detrimental to the Site or to other users.

2.4 If accessing any part of the Site you agree:

2.4.1 not to use the Site in such a way that disrupts, interferes with or restricts the use of the Site by other third party users;

2.4.2 to ensure that any materials uploaded, displayed or transmitted by you through or to the Site are not false, offensive, defamatory, threatening, obscene, unlawful and do not breach or infringe the rights of any person anywhere in the world and you waive any moral rights in respect of any such materials;

2.4.3 not to reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of the Site nor attempt to transmit to or via the Site any information that contains a virus, worm, Trojan horse, or other harmful or disruptive component;

2.4.4 not to send 'spam' email or any unsolicited correspondence which is unrelated to the business of Cambridge Assessment English to any addresses made available on the Site; and

2.4.5 not to change, modify, delete, interfere with or misuse data contained on the Site entered by or relating to any third party user of the Site.

2.5 If we suffer loss owing to a breach by you of these terms of use, you agree to indemnify us for any such loss.

2.6 You should satisfy yourself that you have appropriate protection against computer viruses, worms, Trojan horses or other items of a destructive nature whilst using the internet, and that your connection to the Site is secure.

## **3. Links and message boards**

3.1. The Site may include hypertext links to third party web sites.

CAMBRIDGE ASSESSMENT ENGLISH ACCEPTS NO RESPONSIBILITY FOR, AND CAN GIVE NO WARRANTIES, GUARANTEES OR REPRESENTATIONS IN RESPECT OF, THE CONTENT OR AVAILABILITY OF MATERIAL OF ANY THIRD PARTY SITE.

3.2 ANY OPINIONS EXPRESSED ON MESSAGE BOARDS FORMING PART OF THE SITE ARE NOT NECESSARILY THOSE OF CAMBRIDGE ASSESSMENT ENGLISH, OR ANYONE CONNECTED WITH CAMBRIDGE ASSESSMENT ENGLISH. We reserve the right to edit or delete any postings to message boards at our sole discretion, but have no obligation to monitor or amend the content of such message boards.

3.3 You may create a hypertext link to our Site, but we would ask that the link is directed to the Site's homepage at [www.cambridgeenglishonline.org](http://www.cambridgeenglishonline.org) as links within the site may change from time to time.

#### **4. Copyright and intellectual property**

4.1 The copyright and other intellectual property in material contained in the Site, including without limitation in text, images, scripts and sounds, is owned by UCLES except where otherwise stated. © UCLES 2013.

4.2 You may print extracts from the Site or any of its pages for your personal use or to assist in preparing students at a school for an examination provided by Cambridge Assessment English, but not for any other purpose.

4.3 You may make a temporary copy of these pages for the purposes of viewing the pages with browser software, but must not otherwise copy, reproduce or re-distribute the contents of these pages in whole or in part without the prior written consent of Cambridge Assessment English.

4.4 All other rights are reserved.

4.5 Cambridge is a registered trade mark of the University of Cambridge in the UK and in other countries.

#### **5. Data protection**

5.1. By registering on this Site, you consent to us processing your personal data in accordance with these terms of use and the [Data Protection and Privacy Statement](#).

5.2. Where you are processing other peoples' personal data on the Site you warrant that you hold all consents necessary to process that personal data

#### **6. Other agreements**

6.1. These terms of use shall not affect or override any of the statutes of the University of Cambridge, or any other written agreement which you have with Cambridge Assessment, UCLES, Cambridge Assessment English or the University of Cambridge.

#### **7. Contacting us**

7.1. If you have any queries about these terms of use you should contact the Helpdesk team [Helpdesk@CambridgeEnglish.org](mailto:Helpdesk@CambridgeEnglish.org)

#### **8. Governing Law and Jurisdiction**

8.1. These terms and conditions shall be governed by and construed in accordance with English law. Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with these terms and conditions.