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We may amend the Terms of Use at any time and any revised version will be displayed on the Website. Please check this page from time to time to take notice of any changes We make.

1. INFORMATION ABOUT US

1.1. The Website is a site operated by Cambridge University Press. Cambridge University Press is a trading name of the Chancellor, Masters and Scholars of the University of Cambridge and Our principal place of business is at the University Printing House, Shaftesbury Road, Cambridge, CB2 8BS. Our VAT number is 823847609.

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2.2. Our Cookie Policy sets out information about the cookies on Our Website and can be found at: <http://www.cambridge.org/about-us/terms-use/privacy-policy/>

3. DEFINITIONS

Account: means an account to the Website;

Activate: means activating the Online Product using the Activation Code;

Activation Code: means the code necessary to register and activate the Online Product;

Authorised Users: a user of the Website (including Students and Teachers) who may also be authorised to access the Online Product

Cambridge, We, Us, Our: means Cambridge University Press, a trading name of the Chancellor, Masters and Scholars of the University of Cambridge;

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Individual: is a Student who has purchased access to the Online Product but who is not an Institution Student;

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Institution Student(s): means a student of the Institution;

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Online Product: the online product You or Your Institution has purchased;

Students: shall include Institution Students and Individuals;

Teacher(s): means a teacher of the Institution;

You / Your: means an Authorised User or of the Website;

Website: means the website accessed via

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4.

ACCESS TO THE ONLINE PRODUCT

4.1. In the event that You are accessing the Online Product as an Authorised User the terms of this section 4.1 will apply.

4.1.2. On purchase or receipt of an Activation Code for a particular course, You will be able to use the Activation Code in order to access the Online Product on the Website. Access will be granted for a fixed period of time, the full details of which will be notified to you alongside the information supplied with the Activation Code. All Activation Codes must be valid and may be used only once.

5.

LICENCE

5.1. You or Your Institution have purchased the Online Product and in return Cambridge agrees to grant You the non-exclusive and non-transferable right to use the Online Product by using the Website platform via the Website for the purposes of:

5.1.1. research, teaching and private study if you are a **Teacher**;

5.1.2. private study if you are a **Student**;

5.2. This Licence shall commence on the day you Activate your Online Product until the expiry of the Online Product.

6.

ACCESSING THE WEBSITE

6.1. Whilst We will try Our best to make sure the Website, and any content on it, will be available or be uninterrupted, We will not be liable to You if for any reason the Website is unavailable at any time or for any period.

6.2. You are responsible for making all arrangements necessary for You to have access to the Website.

7.

YOUR ACCOUNT AND PASSWORD

7.1. You must keep Your username, password or any other piece of information used as a part of Our security procedures as confidential. You must not disclose it to any third party.

7.2. We have the right to disable any username or password, whether chosen by You or allocated by Us, at any time, if in Our reasonable opinion You have failed to comply with any of the provisions of this Terms of Use.

7.3. If You know or suspect that anyone other than You knows Your username and password, You must promptly notify us at: lms.support@cambridge.org

8.

STUDENT'S USAGE RIGHTS

8.1. As a Student, subject to the other sections within the Terms of Use, you may:

8.1.1. Access, search and view the Online Product and Website;

8.1.2. View progress results; and/or

8.1.3. Download and print the Online Product (subject to any restrictions detailed on this website that may be placed on downloading or printing of Online Product at page level) for educational use only and provided that no trade mark, copyright or other proprietary notices contained in or appearing on such Online Product are removed in whole or in part.

9. TEACHER'S USAGE RIGHTS

9.1. As Teachers, subject to the other sections within the Terms of Use, you may:

9.1.1. access, search and view the Online Product;

9.1.3. download and print the Online Product (subject to any restrictions detailed on the Website that may be placed on the downloading and printing of the Online Product at page level); and/or

9.1.4. use the Online Product on an electronic or interactive whiteboard, for educational, non-commercial teaching purposes, personal use and/or internal circulation within the Institution only and provided that no trade mark, copyright or other proprietary notices contained in or appearing on such Online Product are removed in whole or in part.

10. UPLOADING CONTENT TO OUR SITE

10.1. Whether You make use of a feature that allows You to upload content to the Website, or to make contact with other users of the Website, You must ensure contributions:

10.1.1. are accurate (where they state facts);

10.1.2. are genuinely held (where they state opinions);

10.1.3. comply with applicable law in any country from which they are posted;

10.1.4. do not contain any material which is defamatory of any person;

10.1.5. do not contain any material which is obscene, offensive, hateful or inflammatory;

10.1.6. do not promote violence;

10.1.7. do not promote sexually explicit material;

10.1.8. do not promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or otherwise;

10.1.9. will not infringe any copyright, database right or trade mark of any other person or company;

10.1.10. will not be likely to deceive any person;

10.1.11. are not made in breach of any legal duty owed to a third party, such as contractual duty or a duty of confidence;

10.1.12. do not promote illegal activity;

10.1.13. are not threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

10.1.14. are not likely to harass, upset, embarrass, alarm or annoy any other person;

10.1.15. are not used to impersonate any person, or to misrepresent your identity or affiliation with any person;

10.1.16. do not give the impression that they emanate from us, if this is the case;

10.1.17. do not advocate, promote or assist any unlawful act such as (by way of example only), copyright infringement or computer misuse; and

10.1.18. comply with the content standards set out in section 11.

11.2. You warrant that any such contribution does comply with those standards, and You will be liable to use and indemnify Us for any breach of that warranty.

11.3. Any content You upload to the Website will be considered non-confidential and non-proprietary, and We have the right to use, copy, distribute and disclose to third parties any such content for any purpose.

11.4. Subject to any laws and regulations, we also have the right to disclose Your identity to any third party who is claiming that any content posted or uploaded by You to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

11.5. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by You or any other user of the Website.

11.6. We have the right to remove any posting You make on the Website and/or remove Your right to use the Website and Online Product and will not be entitled to a refund to the Online Product if, in Our opinion Your post does not comply with the content standards set out in the Terms of Use.

11.7. The views expressed by other Authorised Users on the Website do not represent Our views or values.

11. USE OF THE WEBSITE BY MINORS

11.1. The use of this Website by minors is subject to the consent of their parent or guardian. We advise parents or guardians who permit their children to use this Website that it is important that they communicate with their children about their safety online. Minors who are using this Website should be made aware of the potential risks to them and of their obligation to comply with the Terms of Use when using this Website.

11.2. We will do Our best to assess any possible risks to minors from third parties when they use this Website and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in light of those risks.

11.3. For minors under 14, the email address used for registration must be that of their parent or guardian.

12. ADDITIONAL PRIVACY INFORMATION

12.1. You give us information about yourself by filling in the registration form on the Website or by corresponding with us by email or otherwise. The information you give us may include your name, e-mail address and date of birth.

12.2. We use the information You give Us to carry out our obligations under the Terms of Use and any other contracts between You and Us, including but not be limited to:

12.2.1. providing You with the information, products and services You request from Us;

12.2.2. using your information to notify You about changes to Our service.

13. MODERATION

13.1. This Website is not moderated. We will not be responsible as author, editor or publisher of any uploaded content by anyone and we expressly exclude Our liability for any loss or damage arising from the use of the uploaded material by any person.

14. ACCEPTABLE USE

14.1. You may use the Website only for lawful purposes. You may not use the Website or Online Product:

14.1.1. in any way that breaches any applicable local, national or international laws or regulations;

14.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

14.1.3. for the purpose of harming or attempting to harm others;

14.1.4. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form or similar solicitation (spam);

14.1.5. use any part of the Website, equipment or network on which the Website is stored, to interfere with, damage or disrupt the Website.

14.2. You also agree:

14.2.1. Not to reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provisions of the Terms of Use.

15. VIRUSES

15.1. We do not guarantee that the Website will be secure or free from bugs or viruses.

15.2. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use Your own viruses protection software.

15.3. You must not misuse the Website by knowingly introducing or transmitting any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

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16.4. You must not use any part of the content on the Website or Online Product for commercial purposes without obtaining a licence to do so from Us.

16.5. If You breach any terms within this section 17.3, Your right to use the Website and Online Product will cease immediately and will not be entitled to a refund to the Online Product.

17. **LIMITATION OF OUR LIABILITY**

17.1. Nothing in this Terms of Use excludes or limits Our liability for death or personal injury arising from Our negligence, or for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English Law.

17.2. To the extent permitted by law, We exclude all conditions, warranties, representations or other terms which may apply to the Website and Online Product, whether express or implied.

17.3. We cannot be liable to any Authorised 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 use of, or inability to use, the Website or Online Product; or use of or reliance of any content displayed on the Website or Online Product.

17.4. If:

17.4.1. you are an **Individual**, please note that, We only provide the Website for domestic and private use and You agree not to use the Website for any commercial or business purposes, or;

17.4.2. if you are an **Institution, Institution Student, a Teacher** or a business user You agree we have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17.5. We will not be liable for any loss or damage caused by a virus, denial of service attack, or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of Our site or to Your downloading of any content on it, or on any website linked to it.

17.6. We assume no responsibility for the content of websites linked to the Website. Such links should not be interpreted as endorsement by Us of those linked websites. We will not be liable for any loss or damage that may arise from Your use of them.

18. **THIRD PARTY LINKS AND RESOURCES TO THE WEBSITE**

18.1. Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only.

18.2. We have no control over the contents of those websites or resources.

19. **USE OF STATISTICAL DATA**

19.1. We shall be permitted to use statistical data arising out of use of this Website by an End User. We undertake to use this data only for internal editorial purposes, academic research purposes and to monitor the use of this Website. We may pass this data to any of Our branches worldwide. No personal data will be included in this statistical data and the privacy policy will remain in force.

19.2. In the event that we decide to collect certain information from You as a part of Our computerised corpus of English text held on Our database, We shall also be permitted to use certain information from any content or material uploaded onto the Website by the Authorised Users (namely language, age band and nationality). This data will only be used by Us for the purposes of research and development. We may grant third parties access to some or all of the data collected from the content or material uploaded onto the Website for research, teaching and development purposes, or may license third parties the right to use such data in third party publications. Where content or material uploaded

onto the Website by Authorised Users is provided to third parties, it shall be anonymised before being sent to them.

20. FAIR DEALING

20.1. Nothing in this Terms or Use shall limit your rights to undertake 'fair dealing' of the Content, as defined under the Copyright, Design and Patent Act 1998.

21. APPLICABLE LAW

21.1. If you are an Individual, please note that this Terms of Use, its subject matter and its formation, are governed by English Law.

21.2. If you are a Student, or Teacher or other Authorised User, this Terms of Use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English Law. You agree to the exclusive jurisdiction of the Courts of England.

22. LANGUAGE VERSION

22.1. In the event that the Terms of Use is translated into any language other than English, the terms of the English language version shall prevail.

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