

# CAMBRIDGE IGCSE MATHEMATICS ONLINE

## TERMS OF USE

This Terms of Use (together with the documents referred to in it) is a legal agreement between You, the End User, and Us. By accepting the Terms of Use and by using the Platform You are indicating that You agree to be bound by the Terms of Use. Please note there are sections within this Terms of Use which are applicable to you depending on your access level and usage rights. Please read these Terms of Use very carefully.

If you do not agree to the Terms of Use, You are not authorised to use or continue to use the Platform.

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

### 1. INFORMATION ABOUT US

- 1.1. The Platform 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.
- 1.2. In the event of any comments or questions concerning the Terms of Use, please contact us by e-mailing the Legal and Business Affairs at [directcs@cambridge.org](mailto:directcs@cambridge.org) or writing to Legal and Business Affairs at University Printing House, Shaftesbury Road, Cambridge, CB2 8BS.

### 2. OTHER APPLICABLE TERMS

- 2.1. Our Privacy Policy: [igcsemaths.cambridge.org/privacy](https://igcsemaths.cambridge.org/privacy) sets out the terms on which We process any personal data We collect from You, or that You provide to Us. By using the Platform, You consent to such processing and You warrant that all data provided by You is accurate.
- 2.2. Our Cookie Policy sets out information about use of cookies on Our Platform and can also be found at: [igcsemaths.cambridge.org//privacy](https://igcsemaths.cambridge.org//privacy)
- 2.3. Any terms and conditions associated with our Online Products.

### 3. DEFINITIONS

- 3.1. **Account:** means an Authorised User account on the Platform;
- 3.2. **Activate:** means registering an Online Product to your Account;
- 3.3. **Access Code:** means the code used to register and activate the Online Product;
- 3.4. **Administrator(s):** individual(s) authorised by the Institution to administer Teachers and Online Product access on behalf of the Institution;
- 3.5. **Administrator Access:** means the access Administrators are permitted on the Platform as further set out in section 10;
- 3.6. **Authorised Users:** a Student, Teacher or Administrator who is authorised to access the Platform;
- 3.7. **Cambridge, We, Us, Our:** means Cambridge University Press, a trading name of the Chancellor, Masters, and Scholars of the University of Cambridge;
- 3.8. **Class:** means a class created by a Teacher;
- 3.9. **Institution:** is the school or institution at which Students, Teachers and Administrators have access to the Platform;
- 3.10. **Licence:** as set out in section 5 of this Terms of Use;
- 3.11. **Online Product:** the online product You or Your Institution has purchased a subscription to;
- 3.12. **Platform:** means the website accessed via [igcsemaths.cambridge.org](https://igcsemaths.cambridge.org) and where applicable the associated Mobile Applications.

- 3.13. **Platform Materials:** means all programs, graphics and information of whatever nature located on the Platform.
- 3.14. **Student(s):** means a student of the Institution;
- 3.15. **Teacher(s):** means a teacher of the Institution;
- 3.16. **Student Access:** means the access Students are permitted on the Platform as further set out in section 8;
- 3.17. **Teacher Access:** means the access Teachers are permitted on the Platform as further set out in section 9;
- 3.18. **Terms of Use:** means these terms of use;
- 3.19. **You / Your:** means an Authorised User or Administrator of the Platform;

#### 4. ACCESS TO THE ONLINE PRODUCT

- 4.1. In the event that You are accessing the Online Product as an **Administrator** the terms of this section 4.1 will apply. Administrator Access to the Platform is granted as follows:

The Institution will contact Us and an Administrator will be registered for access to this Platform. Access will be via username and password which will be sent via e-mail. Administrators are entirely liable for all activities conducted through an Account, and are responsible for ensuring Authorised Users are aware of the terms of this Terms of Use and comply with this Terms of Use.

- 4.2. In the event that You are accessing the Online Product as a **Teacher** the terms of this section 4.2 will apply. Teacher Access to the Online Product is granted in one of two ways:

- 4.2.1. Access via username and password provided by an Administrator;
- 4.2.2. Access by self-registration with an Access Code given by the Administrator.

- 4.3. In the event that You are accessing the Online Product as a **Student** the terms of this section 4.3 will apply. Access to the Online Product is granted in one of two ways:

- 4.3.1. Access via username and password provided by an Administrator;
- 4.3.2. Access by self-registration with an Access Code given by the Teacher.

#### 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 Platform for the purposes of:

- 5.1.1. Teaching, student assessment and private study if you are a **Teacher**;
- 5.1.2. Private study if you are a **Student**;
- 5.1.3. Administering Teachers and Students, Class management, reporting, and subscription access control if you are an **Administrator**.

- 5.2. For **Administrators**, this Licence shall commence on the date you are permitted Administrator Access up to and including the stated end date.

- 5.3. For **Teachers**, this Licence shall commence on the date you are permitted to Teacher Access up to and including the stated end date.

- 5.4. For **Students** this Licence shall commence on the date you are permitted to Student Access up to and including the stated end date.

## **6. ACCESSING THE PLATFORM**

- 6.1. Whilst We will try Our best to make sure the Platform, and any content on it, will be available or be uninterrupted, We will not be liable to You if for any reason the Platform is unavailable at any time or for any period. Periods of planned downtime will be notified to all users in advance.
- 6.2. You are responsible for making all arrangements necessary for You to have access to the Platform.

## **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: [ptsupport@cambridge.org](mailto:ptsupport@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 Platform;
  - 8.1.2. view progress results; and/or
  - 8.1.3. download and print components of the Online Product subject to the restrictions in section 15 (Intellectual Property Rights);
  - 8.1.4. join a Class; and
  - 8.1.5. interact with Teachers and use collaboration tools,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 a Teacher, subject to the other sections within the Terms of Use, you may:
  - 9.1.1. access, search and view the Online Product;
  - 9.1.2. interact with students, use collaboration tools, and view progress results;
  - 9.1.3. download and print the Online Product (subject to any restrictions detailed on the Platform that may be placed on the downloading and printing of the Online Product at page level); and/or the restrictions in section 15 (Intellectual Property Rights);
  - 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. ADMINISTRATOR'S USAGE RIGHTS**

- 10.1. As an Administrator subject to the other sections within the Terms of Use, you may:
  - 10.1.1. provide access to the Online Product in accordance with Section 4.
  - 10.1.2. manage Authorised User accounts and access rights;
  - 10.1.3. create Classes in the Platform for groups of Authorised Users;
  - 10.1.4. troubleshoot any issues relating to access by Authorised Users to the Online Product via the Platform;
  - 10.1.5. View the platform as a Teacher in accordance with the usage rights set out in Section 9.

## **11. USE OF THE PLATFORM BY MINORS**

11.1. Administrators and Teachers are obliged to ensure that Minors using this Platform are made aware of the potential risks to them and of their obligation to comply with the Terms of Use when using this Platform.

## **12. ADDITIONAL PRIVACY INFORMATION**

12.1. You give us information about yourself by filling in the registration form on the Platform or by corresponding with us by email or otherwise. The information you give us may include your name, e-mail address, gender, school year 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. ACCEPTABLE USE**

13.1. You may use the Platform only for lawful purposes. You may not use the Platform or Online Product:

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

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

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

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

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

13.2. You also agree:

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

## **14. VIRUSES**

14.1. We do not guarantee that the Platform will be secure or free from bugs or viruses. You should use Your own viruses protection software.

14.2. You are responsible for configuring your information technology, computer programmes and platform in order to access the Platform.

14.3. You must not misuse the Platform 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.

## **15. INTELLECTUAL PROPERTY RIGHTS**

15.1. Unless provided otherwise, Cambridge University Press and/or Hotmaths PTY Ltd own all intellectual property rights in the Platform and Online Product, and in the Platform Materials. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

15.2. As a Student, subject to any restrictions placed on page level, You may print off one copy, and may download extracts, or any page(s) from the Platform Materials for Your personal use and

where applicable you may draw the attention of others within your Institution to content posted on the Platform.

- 15.3. As a Teacher, subject to any restrictions placed on page level, You may use the Platform Materials for classroom instructional purposes such as projecting it onto a whiteboard, displaying it by means of other electronic media, but You may only print it for personal use. The use of the Platform Materials by a Teacher, for any purpose other than the instruction of the students in their class at a time when their right to use the Platform Materials is current or in the process of renewal, will constitute a breach of these Terms of Use.
- 15.4. Except where expressly permitted, You must not modify the paper or digital copies of any materials You have printed off or downloaded in any way, and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on the Platform must always be acknowledged.
- 15.5. You must not use any part of the content on the Platform or Online Product for commercial purposes without obtaining a licence to do so from Us.
- 15.6. If You breach any terms within this section 15, Your right to use the Platform and Online Product will cease immediately and will not be entitled to a refund to the Online Product.

## **16. LIMITATION OF OUR LIABILITY**

- 16.1. 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.
- 16.2. To the extent permitted by law, We exclude all conditions, warranties, representations or other terms which may apply to the Platform and Online Product, whether express or implied.
- 16.3. 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 Platform or Online Product; or use of or reliance of any content displayed on the Platform or Online Product.
- 16.4. If:
  - 16.4.1. if you are a **Student, Teacher or Administrator**, You agree we have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 16.5. 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.
- 16.6. We assume no responsibility for the content of websites linked to the Platform. 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.

## **17. THIRD PARTY LINKS AND RESOURCES TO THE PLATFORM**

- 17.1. Where the Platform contains links to other websites and resources provided by third parties, these links are provided for your information only.
- 17.2. We have no control over the contents of those websites or resources.

## **18. USE OF STATISTICAL DATA**

- 18.1. We shall be permitted to use statistical data arising out of use of this Platform 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 Platform. 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.

18.2. 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 Platform 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 Platform 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 Platform by Authorised Users is provided to third parties, it shall be anonymised before being sent to them.

## **19. FAIR DEALING**

19.1. 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.

## **20. APPLICABLE LAW**

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

20.2. If you are a Student, Administrator or Teacher, 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.

## **21. LANGUAGE VERSION**

21.1. 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.

**Last Updated August 2016**