

***Quiz Your English* End User Licence Agreement**

By downloading *Quiz Your English* (the “App”), you agree to the terms of the End User Licence Agreement.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We, The Chancellor, Masters and Scholars of the University of Cambridge acting through its departments, the University of Cambridge local Examinations Syndicate and Cambridge English Language Assessment of 1 Hills Road, Cambridge, CB1 2EU, United Kingdom, licence you to use *Quiz Your English* mobile application software (“the App”), and any updates or supplements to it, as permitted in these terms.

YOUR PRIVACY

We only use personal data we collect through your use of *Quiz Your English* in accordance with our [Privacy Policy](#).

OPERATING SYSTEM REQUIREMENTS

Quiz Your English has been fully tested on the mobile device and operating systems below. Users of other devices should ensure the minimum operating system requirements are met.

Operating System Requirements

Quiz Your English requires the following minimum operating systems to function properly: Android v 4.4.2, iOS v8

Officially supported mobile devices

Samsung Galaxy Tab, Samsung Galaxy Nexus (19250), Nexus 7, HTC One_M8, Samsung galaxy S7 edge, Moto G (2nd gen), Moto X (2nd gen), Samsung galaxy S7 edge, LG Nexus 5, iPhone 4s, iPhone 5 (including 5, 5s and 5c), iPhone 6 (including 6, 6s and 6 plus), iPad Air, iPad mini

Support for the App and how to tell us about problems

Contacting us (including with suggestions): If you think the App is faulty or you wish to contact us for any other reason, please email digitalproducts@cambridgeenglish.org. You can also provide feedback on the login screen if you’re having trouble logging in, or suggest feedback or new topics and questions in the setting and profile screen.

GRANT OF LICENCE

- A. How you may use the App, including how many devices you may use it on:** In return for your agreeing to comply with these terms you may download or stream copies of the App onto as many devices as [Apple Store](#) and [Google Play](#) allow, and receive and use any App “patches” and corrections of errors we may provide to you.
- B. You may not transfer the App to someone else:** Whilst you may have sharing rights as set out above, you may not otherwise transfer the App, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.
- C. If someone else owns the phone or device you are using** you remain responsible for complying with these terms.

CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce. We will give you notice of any change by notifying you of a change when you next start the App or by sending you a push notification which provides you with a link to the updated terms.

UPDATE TO THE APP AND CHANGES TO THE SERVICE

From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the App, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our App.

WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)

To use the leaderboard functionality, the App will make use of location data sent from your device. You can turn off this functionality at any time by turning off the location services settings for the App on the device. You may stop us collecting such data at any time by turning off the location services settings on your device, but you may then not be able to participate in the leaderboard functionality of the App.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App may contain links to other independent websites not provided by us. Such independent sites are not under our control. You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

LICENCE RESTRICTIONS

You agree that you will:

- a. not to make available, the App in any form, in whole or in part to any person without prior written consent from us;
- b. not copy the App, unless necessary for the purpose of back-up or operational security;
- c. not translate, merge, adapt, vary, alter or modify, the whole or any part of the App nor permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- d. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective;
- e. comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

- f. not use the App in any unlawful manner or in any manner inconsistent with these terms;
- g. not infringe our intellectual property rights or those of any third party in relation to your use of the App;
- h. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your App use;
- i. not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- j. not collect or harvest any data from our systems or attempt to decipher any transmissions to or from the servers running any Service.

INTELLECTUAL PROPERTY RIGHTS

You have no intellectual property rights in *Quiz Your English* other than the right to use in accordance with these terms.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- A. We are responsible to you for foreseeable loss and damage caused by us,** but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.
- B. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- C. When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. We will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- D. We are not liable for business losses.** The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- E. Limitations to the App.** The App is provided for general information and entertainment purposes only. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- F. Please back-up content and data used with the App,** to protect yourself in case of problems with the App.
- G. We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS

We may end your rights to use the App at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so. If we end your rights to use the App:

- a. You must stop all activities authorised by these terms.
- b. You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have.

GENERAL

- a. No Third Party Rights: this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- b. Severance: If a court finds part of the contract illegal, the remainder of the agreement will continue in force.
- c. Waiver: If we delay in enforcing this contract, we can still enforce it later.
- d. Jurisdiction: these terms are governed by English law and courts.

CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to digitalproducts@cambridgeenglish.org.