

Digital products Privacy Policy and End User Licence Agreement

Cambridge English Digital Products Privacy Policy

By downloading this app, you agreed to the terms of this privacy policy.

The Chancellor, Masters and Scholars of the University of Cambridge acting through its departments, the University of Cambridge Local Examinations Syndicate and Cambridge Assessment English of The Triangle, Shaftesbury Road, Cambridge, CB2 8EA, United Kingdom (“Cambridge English”). This policy sets out the personal data we and our providers collect from you, on behalf of Cambridge Assessment English (collectively ‘we’), and how this data is processed. For the purpose of the UK Data Protection Act 2018 and the GDPR, the Data Controller is Cambridge English.

Information we collect from you

We collect and process the following data about you:

- **Information you give us when you register to use this app:** This is information you give us by registering to use our app, or by corresponding with us (for example, by email), share data with our app’s social media function, enter a competition, promotion or survey, and when you report a problem with the App. If you contact us, we will keep a record of that correspondence. The information you give us may include your full name, email address, user device platform, user profile picture (if signing in from Facebook or Google); and location (Personal Data).
- **Information we collect about you and your device:** Each time you use the App we automatically collect the following information:
 - Technical information, including the type of mobile device you use, your mobile operating system and the type of mobile browser you use (Device Information)

- Details of your use of the App, not limited to traffic data, application data caches and other communication data (Log Information)

Uses made of the information

We use your Personal Data, Device Information and Log Information to send you push notifications, monitor the App functionality and service levels, group users into region and other specific leaderboards, undertake user and functionality analytics and send you push notifications.

We may associate any category of information with any other category of information and will treat the combined information as personal data in accordance with this policy for as long as it is combined.

We do not disclose information about identifiable individuals to our third party analytic providers, but we may provide them with anonymous aggregate information about users to help us identify trends and useful metrics that will help us improve the App.

We may also use your personal information to:

- Enforce our End User Licence Agreement
- Protect the rights, property or safety of our customers and others. This includes but is not limited to exchanging information with other companies and organisations for the purpose of fraud protection and credit risk reduction.

Where we store your personal data

The data we collect from you will be stored at a destination within the European Economic Area (**EEA**). All information you provide to us is stored on our provider's secure servers. By submitting your personal data, you agree to this storing and processing. We will take all steps reasonable necessary to ensure that your data is treated securely and in accordance with this privacy policy. Your name, email address, photo and country will also be stored on your local phone storage.

Any payment transactions for in-App purchase will not involve any collection of information from us. The relevant Application stores will collect and process this information.

Where we have given you (or where you have chosen) a password, you are responsible for keeping this password confidential. We ask that you not share this with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Certain features of the app will show your name and profile picture on leaderboards. Ensure when using these features that you do not submit any personal data that you do not want to be seen, collected or used by other users.

Our App may contain links to and from websites including, but not limited to, websites on which the App is advertised. If you follow a link to any websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

Your rights

Access to information

The GDPR and Data Protection Act 2018 give you the right to access information held about you. You can access your name, country and profile picture in your profile screen but you cannot edit this unless you edit your Facebook or Google profile details. If you want to access any other information held about you, please contact digitalproducts@cambridgeenglish.org.

You are able to withdraw your consent from processing of your personal information by uninstalling the app from your device.

Changes to the Privacy Policy

Any changes we may make to our privacy policy in the future will be posted on this page. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App or the Services.

Contact

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

Cambridge English Digital Products End User Licence Agreement

By downloading our apps and/or digital products (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 Assessment English of The Triangle, Shaftesbury Road, Cambridge, CB2 8EA, United Kingdom licence you to use your selected app (“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 the App in accordance with our Privacy Policy.

Operating system requirements

Our Apps 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.

Our Apps require the following minimum operating systems to function properly: Android v 4.4.2, iOS v8.

Support for our Apps and how to tell us about problems

Contacting us (including with suggestions): If you think any of our Apps are 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

1. 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.
2. 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.
3. 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:

- not to make available, the App in any form, in whole or in part to any person without prior written consent from us

- not copy the App, unless necessary for the purpose of back-up or operational security
- 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
- 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
 - is not used to create any software that is substantially similar in its expression to the App
 - is kept secure
 - is used only for the Permitted Objective
- 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
- not use the App in any unlawful manner or in any manner inconsistent with these terms
- not infringe our intellectual property rights or those of any third party in relation to your use of the App
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your App use
- not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users
- 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 the App other than the right to use in accordance with these terms.

Our responsibility for loss or damage suffered by you

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. Please back-up content and data used with the App, to protect yourself in case of problems with the App.
7. 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:

- you must stop all activities authorised by these terms
- 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

- 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.
- Severance: If a court finds part of the contract illegal, the remainder of the agreement will continue in force.
- Waiver: If we delay in enforcing this contract, we can still enforce it later.
- Jurisdiction: these terms are governed by English law and courts.

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