

Cambridge English Results Verification Service

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Where you are using the Service as part of your duties of employment, by continuing you confirm that you are authorised to agree to these Terms of Use on behalf of your employer and that you agree to be bound by them. If you are not authorised to use the Service, you should exit the site and not continue.

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- 1.2 Cambridge hereby grants the Recognising Organisation a non-exclusive, non-transferable, royalty-free limited licence to use the Service for the Purpose. All right, title, interest, and ownership in the Service shall at all times remain solely with Cambridge.
- 1.3 Cambridge reserves the right to withdraw or alter the Service at any time at its sole discretion. Cambridge or its authorised representatives may monitor and audit a Recognising Organisation’s use of the Service on reasonable notice, not more than once every three (3) months.

2. **Accuracy of Information and Disclaimer**

- 2.1 Cambridge warrants that the candidate test results information provided through the Service is an accurate copy of the records held by Cambridge on candidate test results. Results data on this site is updated daily. If you are unable to find the result for a particular candidate, please ask the candidate to share their result with you via the Candidate Website. Once received you should be able to check the validity of the through the Cambridge English Results Verification Service. If, following this, you are still unable to confirm the validity of the result, you will need to contact helpdesk@cambridgeenglish.org who will investigate the matter further and inform you of the outcome.
- 2.2 Cambridge English results are intended to be one of many factors used by

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- 2.3 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 service are hereby excluded to the fullest extent permitted by law.
- 2.4 You acknowledge and agree that Cambridge's liability to the Recognising Organisation for direct loss arising out of or in connection with your use of the service shall be limited to £1,000 (one thousand pounds sterling). Cambridge shall, however, in no circumstances be liable to you under or in connection with your use of the service 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.
- 2.5 Nothing in these Terms of Use shall exclude Cambridge's liability to you for fraudulent misrepresentation or for death or personal injury resulting from Cambridge's negligence or that of its employees.
- 2.6 You acknowledge and agree that Cambridge cannot guarantee that the Service will always be available to you, owing to the nature of the internet. In addition, you acknowledge and agree that the Service may be unavailable from time to time owing to maintenance.

3. Code of Conduct

- 3.1 If we grant you administrator rights to create, manage and delete new User accounts at your Recognising Organisation, you agree to monitor the Users within your Recognising Organisation and delete User accounts when Users have left the Recognising Organisation or no longer require access to the Service for the Purpose.
- 3.2 You agree not to use the Service for any purpose other than the Purpose (or, if you have administrator rights, additionally to set up and manage User accounts) and in particular not to disclose any confidential candidate test details or other confidential information which you have knowledge of through your use of the Service to any person except as required in relation to the Purpose.
- 3.3 Cambridge reserves the right to prevent access to the Service by you without notice and at its sole discretion.
- 3.4 If accessing any part of the Service, you agree:
- a. to ensure that any details which you supply to us through the Service are accurate and to let us know promptly if any of the details which you have supplied to us about you change;
 - b. to keep your username and password for access to the Service confidential, and

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to be responsible for any loss or damage resulting from use of your username and password by any third party;

- c. not to use the Service in such a way that disrupts, interferes with, or restricts the use of the Service by other third-party Users;
- d. to ensure that any materials uploaded, displayed, or transmitted by you through or to the Service 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;
- e. not to reverse engineer, decompile, copy, or adapt any software or other code or scripts forming part of the Service nor attempt to transmit to or via the Service any information that contains a virus, worm, trojan horse, or other harmful or disruptive component;
- f. not to send 'spam' email or any unsolicited correspondence to any addresses made available on the Service;
- g. not to change, modify, delete, interfere with or misuse data contained on the Service entered by or relating to any third-party User of the Service; and
- h. to follow any reasonable instructions that may be provided through the Service in relation to the use of the Service and/or the interpretation of the information (or lack of information) obtained from it.

3.5 You shall ensure that the data you access or download from the Service is stored in a manner that complies with applicable data protection and privacy laws in the country(ies) in which you operate. This obligation extends to data held by you on internally hosted systems and/or third-party hosted systems which you use or to which you have access.

3.6 You shall ensure that you notify Cambridge of any changes to third-party systems which receive data through the Service before permitting them to access or otherwise use the data.

3.7 You shall not intentionally or negligently lose, alter, misuse, or otherwise compromise in any way the Service, the information made available through the Service, or the password supplied to you.

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

4. Links

4.1 The Service may include hypertext links to third-party websites. Cambridge 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.

4.2 You may not create any publicly available hypertext link to the Service without our consent.

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5.3 All other rights are reserved.

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6. Other Agreements

6.1 In the case of any conflict between these Terms of Use and any other agreement which you have with Cambridge or the University of Cambridge, the latter shall prevail. These Terms of Use shall not affect or override any of the statutes of the University of Cambridge.

7. Contacting Us

7.1 Any comments or questions about these Terms of Use may be sent to us by emailing helpdesk@cambridgeenglish.org or writing to us at Shaftesbury Road, Cambridge, CB2 8EA, United Kingdom.

8. Governing Law and Jurisdiction

8.1 These Terms of Use shall be governed by and construed in accordance with the laws of the jurisdiction (country or state as applicable) in which the Recognising Organisation is located (the “**Jurisdiction**”), and the venue for any legal actions involving the Recognising Organisation is to be in the Jurisdiction, and any alternative dispute resolution the Recognising Organisation is required to follow shall be used before either party resorts to filing a claim in the courts of the Jurisdiction.

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Data Protection and Privacy Statement

Cambridge offers and provides examination, assessment, and related services. We are committed to protecting the privacy and confidentiality of information provided by Users who access the Service, and we uphold the relevant data protection principles and process all personal data in accordance with the UK Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and all associated national legislation dealing with the use and handling of personal information.

The Recognising Organisation agrees that it is Data Controller, as defined in GDPR, for data which is provided to it for the purposes of results verification, and for any additional uses which are made of this data.

Processing of data

In order for Users to access the Service and to gain the full benefits of the Service we need to collect and process various personal data. The personal data we collect is used to process your request for access to the Service and to provide the Service. We also keep records of those who use the Service so that we can contact Users and inform them of other Cambridge services that become available, and which might be of interest to them. Users may opt out of receiving such contact by emailing us at recognition@cambridgeenglish.org

We may also need to contact you at times we need to divulge important information to your organisation.

Disclosure of information to third parties

We will not disclose Users’ information to any third parties, unless we are required to do so by law or any court order, or the User consents to such disclosure.

Security

This Service and our computer systems have security measures in place with the aim of protecting the loss, misuse or alteration of the information Users provide to us.

Modifying / removing your personal information

Users may change their registered details in any way or request that their personal data is removed from our systems or request a copy of their personal data which we hold by emailing us at privacy@cambridge.org

Comments / questions

Any comments or questions about this Data Protection and Privacy Statement may be sent to us by emailing privacy@cambridge.org or writing to us at Shaftesbury Road, Cambridge, CB2 8EA, marking the letter for the attention of the Privacy Team.