

# Terms and conditions for Integral® subscribers

## Our terms

### 1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply services or digital content to you, which we call “services” in these terms. Our website provides you with the ability to order different products, dependent upon whether you are:

1.1.1 A non-paying academic institution subscriber, for example a school/college that is registered with the Advanced Mathematics Support Programme.

1.1.2 A non-paying individual subscriber, for example a participant of an MEI professional development course.

1.1.3 A subscribing school/college (UK resources);

1.1.4 A subscribing individual (UK or Cambridge International Resources); or

1.1.5 A subscribing school/college (Cambridge International Resources).

The different service details are set out in full on our website, including, where applicable, the number of User accounts you can buy, the price for each particular service and the different curriculum and teaching materials which are provided for that particular service.

1.2 **Why you should read these terms.** Please read these terms carefully before you submit your order (which includes a request as a non-paying academic institution subscriber) to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

If you are not a consumer, you are automatically a business customer (even if you are a non-profit making educational establishment).

1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### 2. Use of defined words which have particular meanings

2.1 In these terms, the following words have the following meanings:

- 2.1.1 **Content:** means online teaching and learning resources and curriculum materials subsisting in the relevant service and which are provided to you for the benefit of Users;
- 2.1.2 **Data Protection Legislation:** any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation, and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy;
- 2.1.3 **Force Majeure:** an event which is beyond the reasonable control of the party claiming it is affected by it;
- 2.1.4 **IPR:** means copyright, patents, rights in confidential information, trade marks, designs, database rights, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered, registrable or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and (iv) wherever existing;
- 2.1.5 **Start Date:** means the date from which we enable your access to the Content, as follows:
- (i) for UK customers, this is generally up to 3 working days from our email accepting your order, unless you and we agree in writing a later Start Date;
  - (ii) for international customers, the Start Date is generally up to 3 working days from our receipt of cleared payment for the service or a Start Date requested by you, whichever is the later;
  - (iii) for a non-paying academic institution subscriber, the Start Date is up to 28 working days from our email accepting your order.
- 2.1.6 **Subscription Term:** means:
- (i) For non-paying academic institution subscribers, or for UK specifications (whether consumer or business customers), from the Start Date until the end of 30 September in the subsequent calendar year; and
  - (ii) for Cambridge International subscriptions, from the Start Date for a period of 12 months.
- 2.1.7 **Users** means the users that are authorised by you to use the Content. If you are a non-paying academic institution subscriber or an individual user (not a business customer), the User is you and no-one else.

### 3. Information about us and how to contact us

- 3.1 **Who we are.** We are Mathematics in Education and Industry, a private company limited by guarantee established in England and Wales. Our company registration number is 03265490 and our registered office is at Monckton House Epsom Centre, White Horse Business Park, Trowbridge, Wiltshire, BA14 0XG. We are a registered charity in England and Wales under charity number 1058911.
- 3.2 **How to contact us.** You can contact us by telephoning our customer service team at +44(0)1225 774144, or by writing to us at [resources@mei.org.uk](mailto:resources@mei.org.uk) or Integral, MEI, Monckton House, Epsom Centre, White Horse Business Park, Trowbridge, Wiltshire, BA14 0XG, United Kingdom.
- 3.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 3.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

#### 4. Our contract with you

4.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

4.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the service. This might be because we do not sell to the country you are purchasing from or we have identified an error in the price or description of the service or because we are unable to meet a delivery deadline you have specified.

4.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4.4 **We do not sell to all countries throughout the world.** Our website is for the promotion of our services in the UK and for other countries listed on the Integral subscription form. Unfortunately, we do not accept orders from addresses outside these territories.

4.5 We warrant to you that:

4.5.1 We have the right, power and authority to enter into the contract with you and grant to you the rights contemplated in these terms and to supply the service; and

4.5.2 So far as we are aware, the Content does not infringe any third party IPR.

#### 5. Your rights to make changes

If you wish to make a change to your order please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

#### 6. Our rights to make changes

6.1 **Minor changes to the services.** We may change the service:

6.1.1 to reflect changes in relevant laws, regulatory requirements, teaching requirements and curriculum changes;

6.1.2 to add new content; and

6.1.3 to implement minor technical adjustments and improvements, for example to address a security threat, or to fix errors. These changes should not affect your use of the service.

#### 7. Providing the services

7.1 **When we will provide the services.** As the services are a subscription to receive Content, we will enable you to access the Content from the Start Date. The scope of the licence in respect of the Content is set out below. We shall have no obligation to provide the Content for any scheduled or emergency maintenance requirements or during any downtime caused by Force Majeure.

7.2 **We are not responsible for delays due to Force Majeure.** If our supply of the services or access to the Content is delayed by Force Majeure 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 the contract and receive a refund for any services you have paid for but not received access to.

7.3 Any queries for support in relation to the Content shall be addressed to [resources@integralmaths.org](mailto:resources@integralmaths.org) and we shall use reasonable endeavours to respond to such queries and provide guidance where possible.

## 8. Use of the Content

8.1 From the Start Date, we grant you a non-transferable, non-exclusive right for the Subscription Term to allow Users access to the Content. Your right and that of the Users to access the Content will only end earlier than the expiry of the Subscription Term if the contract is ended by either one of us early.

8.2 Your and the Users right to access the Content will end automatically at the end of the Subscription Term. You can renew access to the Content by activating the renewal button on our website which includes giving your acceptance to these terms.

8.3 Prior to providing Users with access to the Content:

8.3.1 if agreed with us, we shall provide you with the agreed number of User accounts, or you shall supply us with a list of Users authorised to receive access to the Content; and

8.3.2 you shall ensure that all Users are aware of these terms, including their obligation to comply with any other user terms applicable to the Content and notified to you. You shall only provide Users with access to the Content via the access method provided by us and shall not provide access to anyone other than a User.

8.4 You shall comply, and shall procure that Users comply, with the following conditions of use:

8.4.1 the Content may only be used in connection with your own reasonable use to support teaching and learning within schools/colleges, or your own learning if you are an individual subscriber, which shall include a right to print PDF resources to be used in classroom teaching or for your own personal learning and a right to download and amend chapter assessments for use in classroom;

8.5 Except to the extent such activities are expressly agreed by the parties or set out elsewhere in these terms, your rights to benefit from the Content does not permit you, or the Users, to:

8.5.1 reproduce, publish, distribute, redistribute, broadcast, transmit, modify, adapt, edit, abstract, create derivative works of, store, archive, display in a public setting, sell, upload to a shared portal/intranet/any other website; or in any way otherwise commercially exploit any part of the Content;

8.5.2 use the Content to provide outsourced services to third parties or make it available to any third party or allow or permit a third party to do so;

8.5.3 use the Content to provide external training or CPD training to others;

8.5.4 combine, merge or otherwise permit the Content (or any part of it) to become incorporated in any other program, nor arrange or create derivative works based on it;

8.5.5 attempt to decompile (as defined in section 50B of the Copyright, Designs and Patents Act 1988) the underlying software (or any part of it) that is used to provide the Content, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988; and

- 8.5.6 observe, study or test the functioning of the underlying software (or any part of it) that is used to provide the Content, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988.
- 8.6 You warrant and represent that you shall, and ensure that Users shall, keep confidential and, except as provided for in these terms, not share with any third party their password or access details provided to facilitate access to the Content. You shall contact us if updates to any list of Users given to us are required, including requested additions of Users or when Users cease to be employed or engaged by you.
- 8.7 You shall not, and shall procure that the Users shall not, introduce any software virus or other malware (including any bugs, worms, logic bombs, Trojan horses or any other self propagating or other such program) that may infect or cause damage to the Content or our systems or otherwise disrupt the provision of the Content.
- 8.8 You shall not be permitted to frame or mirror any part of the Content other than with our express written consent.
- 8.9 We reserve the right to monitor usage by all Users (by way of audits or otherwise) during the Subscription Term for the purpose of (among others) ensuring compliance with these terms. Any audit may be carried out by us or a third party authorised by us. If any audit reveals that any password has been provided to an individual that is not a User, you shall, without delay, disable any such passwords and notify us immediately.
- 8.10 In the event of unauthorised use of the Content by you or Users, we reserve the right to deny you or Users access to the Content by blocking, without prior notification, the IP addresses that you or the Users used to access the Content.
- 8.11 Some of the services permit you to access an interactive forum, and you agree that you will be subject to the terms of our **Acceptable Use Policy** which applies to such forums.

## 9. Suspension of access

- 9.1 We may suspend access to the Content to all or some of the Users:
- 9.1.1 to deal with technical problems or make minor technical changes;
  - 9.1.2 to update the Content to reflect changes in relevant laws and regulatory requirements;
  - 9.1.3 to make changes to the service as notified by us to you (see clause 6);
  - 9.1.4 if we suspect that there has been any misuse of the Content or breach of these terms; or
  - 9.1.5 if you fail to pay any sums due to us by the due date for payment.
- 9.2 We will notify you or the affected Users as soon as possible after suspending the Content.
- 9.3 Where the reason for the suspension is suspected misuse of the Content or breach of these terms, without prejudice to our rights under clause 12, we will take steps to investigate the issue and may restore or permanently suspend access at our discretion. If we consider it appropriate to permanently suspend access to all Users, we will notify you in writing and the contract will terminate immediately on service of such notice.
- 9.4 In relation to suspensions under clause 9.1.5 above, access to the Content will be restored promptly after we receive payment in full and cleared funds.

9.5 We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 15.7).

9.6 **Your rights if we suspend the supply of services or access to Content which is not due to your breach.** In such circumstances, we will contact you in advance to tell you we will be suspending supply of the service, unless the problem is urgent or due to an emergency. If we have to suspend the service for longer than 7 days in any 2 month period we will adjust any price you have paid so that you do not pay for services while they are suspended. You may contact us to end the contract for a service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 7 days and we will refund any sums you have paid in advance for the service in respect of the period after you end the contract.

## 10. Your rights to end the contract

10.1 **Sometimes you have the right to end the contract.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

10.1.1 **If what you have bought is faulty or miss-described (apart from minor errors) you may have a legal right to end the contract** (or to get the service repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 14 if you are a consumer;

10.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 10.2;

10.1.3 **If you are a consumer and have just changed your mind about the service and have not started to access it, see** clause 10.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

10.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 10.2.1 to 10.2.5 below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

10.2.1 we have told you about an upcoming change to the service or these terms which you do not agree to.

10.2.2 we have told you about an error in the price or description of the service you have ordered and you do not wish to proceed;

10.2.3 there is a risk that supply of the services may be significantly delayed because of Force Majeure;

10.2.4 we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or

10.2.5 you have a legal right to end the contract because of something we have done wrong.

10.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms. However, your right as a consumer to change your mind **does not apply** in respect of digital services after you have **started** to access them.

- 10.4 **How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered. As you **have bought digital content to access**, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start accessing the service. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will **not have** a right to change your mind.
11. **How to end the contract with us if you have a right to do so (including if you are a consumer who has changed their mind)**
- 11.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- 11.1.1 **Phone or email.** Call customer services on +44(0)1225 774144 or email us at [resources@mei.org.uk](mailto:resources@mei.org.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 11.1.2 **Online.** Complete the **form** on our website.
- 11.1.3 **By post.** Print off the **form** and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.
- 11.2 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the services, by the method you used for payment. However, we may make deductions from the price, as described below.
- 11.3 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind, and because the service is to enable you to access digital content, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. However, if you have begun to access the Content within the relevant service, then **you do not** have a right to change your mind, as explained in clause 10.4 above.
- 11.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.
12. **Our rights to end the contract**
- 12.1 **We may end the contract if you breach (“break”) it.** We may end the contract for a service at any time by writing to you if
- 12.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or
- 12.1.2 you breach any other provision of these terms.
- 12.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 12.1 we will charge you compensation for the net costs we will incur as a result of your breaking the contract.



### 13. If there is a problem with the service

**How to tell us about problems.** If you have any questions or complaints about the service, please contact us. You can telephone our customer service team at customer service team at +44(0)1225 774144, or by writing to us at [resources@mei.org.uk](mailto:resources@mei.org.uk) or Integral, MEI, Monckton House, Epsom Centre, White Horse Business Park, Trowbridge, Wiltshire, BA14 0XG, United Kingdom.

### 14. Your rights in respect of defective services if you are a consumer

14.1 If you are a consumer we are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

#### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

As your service is **digital content**, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- a) If your digital content is faulty, you're entitled to a repair or a replacement.
- b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

See also clause 10.3.

### 15. Price and payment

15.1 **The provisions of this section do not apply to non-paying academic institution subscribers.**

15.2 **Where to find the price** for the service. The price of the service will be the price indicated on the subscription pages specific to your chosen service when you placed your order. We take all reasonable care to ensure that the price of the service advised to you is correct. However please see clause 15.3 for what happens if we discover an error in the price of the service you order.

15.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

15.4 **When you must pay and how you must pay.** We accept payment in pounds sterling with any necessary currency conversion taking place at the time of payment, with major credit and debit cards, through SagePay, our payment



provider, or for UK schools and colleges, you can elect to be invoiced in accordance with the following provisions. As the services are digital content, you must:

15.4.1 If you are a consumer customer or an international business customer, pay for the services before you access them; or

15.4.2 For any other customers, you must either:

(i) pay for the services before you access them; or

(ii) we will invoice you for the price of the services. You must pay each invoice within 14 calendar days of the date of the invoice.

15.5 Amounts payable to us under these terms shall be paid into our bank account by BACS electronic funds transfer, by major credit and debit cards, by cheque or through PayPal.

15.6 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15.7 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Lloyds Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

15.8 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 16. Data Protection

16.1 It is possible that if you are a business customer, we will hold and process Personal Data (as defined in the Data Protection Legislation) on your behalf. If we hold your Personal Data and you are a business customer, the following provisions apply.

16.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

16.3 The parties acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Schedule 1 sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of Data Subject (as defined in the Data Protection Legislation).

16.4 Without prejudice to the generality of clause 16.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this agreement.

16.5 Without prejudice to the generality of clause 16.1, we shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under these terms:

- 16.5.1 process that Personal Data only on your written instructions unless we are required by Data Protection Legislation or any other applicable law (the Applicable Laws) to otherwise process that Personal Data. Where we are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;
- 16.5.2 ensure that we have in place appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);
- 16.5.3 ensure that all our personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential, to the extent it was confidential when it came into our possession; and
- 16.5.4 not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
- (i) either you or we have provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the Personal Data;
- 16.5.5 assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 16.5.6 notify you without undue delay on becoming aware of a Personal Data breach;
- 16.5.7 at your written direction, delete or return Personal Data and copies thereof to you on termination of the contract unless required by Applicable Laws to store the Personal Data; and
- 16.5.8 maintain complete and accurate records and information to demonstrate our compliance with this clause 16 and allow for audits by you or your designated auditor.
- 16.6 You consent to us appointing UKFAST <https://www.ukfast.co.uk> as a third-party processor of Personal Data under this agreement incorporating terms which are substantially similar to those set out in this clause 16. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this clause 16.

16.7 Either party may, at any time on not less than 30 days' notice, revise this clause 16 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these terms).

**17. Our responsibility for loss or damage suffered by you if you are a consumer**

17.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, 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 the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

17.2 **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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

17.3 **When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

17.4 **We are not liable for business losses.** If you are a consumer we only supply the services for to you for domestic and private use. If you use the services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 18.

**18. Our responsibility for loss or damage suffered by you if you are a business**

18.1 Nothing in these terms shall limit or exclude our liability for:

18.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

18.1.2 fraud or fraudulent misrepresentation;

18.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or

18.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

18.2 Subject to clause 18.1:

18.2.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

18.2.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £500,000.

## 19. How we may use your personal information

**How we will use your personal information.** We will only use your personal information as set out in our [Privacy Notice](#).

## 20. Other important terms

20.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

20.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

20.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

20.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

20.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

20.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

20.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

## Schedule 1

### Processing, personal data and data subjects: processing by us in relation to business customer's personal data

#### 1 Scope

We will store your Personal Data for the purposes of enabling access to the Content.

#### 2 Nature and purpose of processing

User Personal Data: this is stored to enable access to the Content for such Users.

#### 3 Duration of the processing

For as long as a User is a User under these terms, plus 12 months, after which date the Personal Data in relation to that User will be deleted.

#### 4 Types of personal data

The following information is required by Integral for each User who is identified as an individual

First name  
Second Name

The following information can be added optionally by all users

E-mail address  
Home city/town  
Country  
Time Zone  
Description (space for some paragraphs about the User)  
User Picture  
User Picture Description  
First name – phonetic  
Surname – phonetic  
Middle name  
Alternate name  
List of interests  
Web page  
ICQ number  
Skype ID  
AIM ID  
Yahoo ID  
MSN ID  
ID number  
Institution  
Department  
Phone  
Mobile phone  
Address

#### 5 Categories of data subject

