

TERMS AND CONDITIONS

Please read this agreement carefully before accessing or using the Activiscope website operated by Linguascope. These Terms and Conditions are designed to ensure that you and your students have a safe and enjoyable experience with Activiscope. The information and services on the Activiscope website are provided by Linguascope subject to your agreement to the Terms and Conditions below.

DESCRIPTION OF SERVICE

Activiscope is an online service that allows you to create a bank of question and answer lists which you can use in a range of fun interactive activities. In your account you build up a personalised library of activities, which are sorted by topic areas of your choosing. You can also make your lists public so that other users can search for them and use them in their classes. You can choose to use your activities online via the Activiscope.com website, or you can export them as Flash files to use offline, in your own web projects, or as SCORM 2004 resources to distribute through a compatible Virtual Learning Environment (VLE). Exported SCORM resources include automatic marking which sends student performance data to your VLE. Additionally, your students can log on to the Activiscope student portal area where they can work through the activities their teacher(s) have created. Teachers are free to use the activities they have exported without limitations, even after their subscription has expired. For commercial use, a commercial licence will however be necessary.

ACCESS

Subscribing schools purchase a master account (renewable annually) as well as a number of teacher accounts (as needed) for a one-off nominal fee. Each teacher with an account can create activities and publish them on the student portal. Students will gain access to the student portal through a username and password specific to the school. Resources can be accessed from any computer - whether at school or at home.

The registered member for an account is entirely liable for all activities conducted through that account, and is responsible for ensuring that any other person who uses the account is aware of, and complies with, these Terms and Conditions. Each person who uses the account agrees to be bound by these Terms and Conditions, whether or not this person is a member. You will promptly notify us of any known or suspected unauthorised use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of your username and password.

SUBSCRIPTION FEE

All subscriptions will be pre-paid annually. Linguascope reserves the right to change the amount of any fees or charges for the Activiscope service, and to institute new fees by posting such changes on the Activiscope website.

To respect your privacy, **Linguascope does not automatically invoice you when your subscription runs out. It is your responsibility to renew your subscription before its expiry date.** You are advised to renew your subscription at least two weeks before your account is due to expire. We will NOT prioritise or fast-track any renewal application as our policy is to process applications on a first-come first-served basis to warrant an equal and fair level of service.

Once you have been invoiced, payment must be received within 30 days. It is your responsibility to forward any invoice to the appropriate person or department for prompt payment. If your account becomes overdue, Linguascope will suspend your access until payment is received. If your account remains overdue, our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation will be exercised.

Please note that we are unable to accept cancellation once your account has been activated. No trial period will be granted as a preview section is freely available.

LOGIN DETAILS

Your access to the service is by username and password. Each member of staff has their own login details but only one set of username and password per school is issued for access to the student portal. You are free to divulge the student login details to students wholly connected to your institution. However **your login details should not be shared with anyone outside your institution nor should they be displayed publicly (e.g. on a school website or Intranet).** Once your login details are issued it is your responsibility to keep a record of them and their expiry date (reminders will not be sent). You may not select a username that we, in our sole discretion, deem inappropriate, offensive or easy to guess. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not authorised by you.

COPYRIGHTS

All materials contained on the Activiscope website (as well as the organisation, colour scheme and layout of the site), are owned and copyrighted by Linguascope. This means that you may only view or download material from this Website for your own use as a teacher and that of your pupils within your own educational establishment, provided that they maintain all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose is strictly prohibited. **No part of the website can be copied, cached or made accessible through links from a website or Intranet.**

CHANGES TO THE SITE

Linguascope may make improvements or changes in the information, services, products, and other materials on the Activiscope website, or terminate the service or part of the service, at any time without notice. Linguascope may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement. Accordingly, you agree to review the agreement periodically, and your continued access or use of this site shall be deemed your acceptance of the modified agreement.

USER CONTRIBUTIONS

Certain elements of the service contain material submitted by users. We do not accept any responsibility for the content or accuracy of such material. Where the material is based on or contains extracts owned by third parties, we do not make any representation or warranty that the material is provided without infringing the rights of the third party. If you have reason to believe that a submitted resource is infringing any copyright, you must immediately inform Linguascope.

Users contributing resources agree that they will not post or upload files that contain materials protected by intellectual property laws unless they own or control all of the rights thereto or have received all necessary consents.

Linguascope has no responsibility for the content of any material posted by users, but Linguascope reserves the right in its sole discretion to edit or delete any documents, information or other material submitted to or appearing on this site, and refuse access to the site to any user that violates this agreement.

By submitting material, you agree to indemnify, defend and hold harmless Linguascope from any liability, loss, claim and expense (including legal fees) related to your violation of this agreement.

DISCLAIMERS

Linguascope strives to keep the information on the Activiscope website accurate, complete, and up-to-date. However, errors and omissions do occur and you should not take the accuracy of the information for granted. All content and other materials published or otherwise made available through Activiscope are provided "as is" and "as available" and without warranties of any kind, including fitness for a particular purpose.

Because of the nature of the service, Activiscope does not warrant that it will be uninterrupted and available at all times. We will not be liable if we are unable to perform our obligations under these Terms and Conditions due to the failure of any machine, data processing system or transmission link or to any circumstances beyond our control. We will not be liable for the accidental deletion or failure to store any data or other content you have uploaded on the Activiscope website.

Because we do not have control over your local Internet connection and computer specifications and settings, we make no warranty or representation that you will be able to access all parts of the website reliably. Technical support is available through our online trouble-shooting page, but Linguascope cannot provide personalised technical support. Advice and help should be sought from your ICT technician **before** you subscribe to the service to make sure that your network and Internet connection meet the technical requirements.

REMEDIES FOR BREACH

In the event that Activiscope determines, in its sole discretion, that you or your students have breached any portion of these Terms and Conditions, or have otherwise demonstrated inappropriate conduct, Activiscope reserves the right to suspend or terminate your account with Activiscope and/or any other Activiscope service.

We can terminate your account at any time without prior notice if you commit a breach of these Terms and Conditions or if you fail to pay the fee when due.

PRIVACY

Linguascope is committed to protecting the privacy of website visitors and does not share personally identifiable information with third parties.

TERMS OF USE

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and Wales. If these Terms and Conditions are not accepted in full, you should not access or use the service.