

CASPIAN LEARNING LIMITED: TERMS OF WEBSITE USE AND PRIVACY POLICY

TERMS OF WEBSITE USE

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website www.thinkingworlds.com (**our site**), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

INFORMATION ABOUT US

www.thinkingworlds.com is a site operated by Caspian Learning Limited ("We"). We are registered in England and Wales under company number 4600521 and have our registered office at Floor A, Milburn House, Dean Street, Newcastle upon Tyne, NE1 1LE. Our main trading address is St. Peter's Gate, University of Sunderland, Charles Street, Sunderland, SR6 0AN, England. Our VAT number is 814285826.

ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;

- loss of data;
- loss of goodwill;
- wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our privacy policy (see below). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to make any use of material on our site other than that set out above, please address your request to info@thinkingworlds.com

LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site [although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country].

These terms of use and any dispute or claim arising out of or in connection with them or their 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.

VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

YOUR CONCERNS

If you have any concerns about material which appears on our site, please contact info@thinkingworlds.com

PRIVACY POLICY

Caspian Learning Limited ("We") are committed to protecting and respecting your privacy.

This policy (together with our terms of use (above) and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is Caspian Learning limited of St. Peter's Gate, University of Sunderland, Charles Street, Sunderland, SR6 0AN, England.

Our nominated representative for the purpose of the Act is Tahir Ali

INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

- Information that you provide by filling in forms on our site www.thinkingworlds.com (**our site**). This includes information provided at the time of registering to use our site, subscribing to our service, posting material or requesting further services. We may also ask you for information when you report a problem with our site.
- If you contact us, we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Details of transactions you carry out through our site and of the fulfilment of your orders.
- Details of your visits to our site [including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise] and the resources that you access.

IP ADDRESSES AND COOKIES

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration.

WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted [using SSL technology]. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password 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 to our site; 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.

USES MADE OF THE INFORMATION

We use information held about you in the following ways:

- To ensure that content from our site is presented in the most effective manner for you and for your computer.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any contracts entered into between you and us.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to any member of our group, which means our subsidiaries, as defined in section 736 of the UK Companies Act 1985.

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Caspian learning Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use (above) and other agreements; or to protect the rights, property, or safety of Caspian Learning Limited, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing at any time by contacting us at info@thinkingworlds.com

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to info@thinkingworlds.com

Thank you for visiting our site.