

# Schools.MathsGoGoGo Terms and Conditions

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**Registered Office:** Schools.MathsGoGoGo is a trading name of MathSphere Ltd, whose full postal address is:

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**Definitions:** "Software" means the software that is downloadable from the Schools.MathsGoGoGo internet site and includes both worksheets and interactive games and activities. The "Company" means MathSphere Ltd trading as Schools.MathsGoGoGo.

The "site" and the "Schools.MathsGoGoGo site" mean the Internet site [www.schools.mathsgogogo.co.uk](http://www.schools.mathsgogogo.co.uk).

"Third parties" means anyone who is not a member of staff at the subscribing school or anyone who is not a family member of a pupil attending the subscribing school.

**Changes in the service provided.** We are continually making changes to our internet site and the software available in order to improve our service and we reserve the right at our absolute

discretion to continue to do so providing this does not reduce the value of the service we offer to you.

**Subscription fees.** Subscription fees are paid by participating schools who will issue parents and teachers of pupils attending each school with a username and password. No individual fees are taken for the use of this site. If a particular school does not wish to subscribe, parents may subscribe to our sister site: [www.mathsgogogo.co.uk](http://www.mathsgogogo.co.uk) as individuals.

**Confidentiality: The username and password issued to parents and members of staff must be kept confidential and under no circumstances be released to third parties.** When sending the username and password to parents for them to use at home, schools must make it clear to parents that the password username and password must be kept confidential and not released to third parties. At our sole discretion, we reserve the right to change the password if we suspect it has been given to third parties and in serious cases to withdraw access completely after discussion with the management of the school concerned.

**Audience.** The software is designed for use by children and other persons under the age of 18 years. For the protection and safety of minors and of the MathSphere staff, no correspondence in any form whatsoever will be undertaken with people under the age of 18 years. All communication should be via authorised staff at the purchasing school.

**Testing:** In subscribing the school confirms that it has downloaded and printed out at least one trial worksheet module and one Flash movie and has confirmed that these function properly.

**Expiry of membership:** Subscriptions are renewed annually. At the end of a subscription we will send an invoice inviting you to re-subscribe. If you wish to do so, please pass the invoice for payment. If you not wish to re-subscribe, please return the invoice.

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**Extension of rights to use of the Software:** Any agreement to extend the use of the Software beyond that defined in these Terms and Conditions must be made in writing by the Company.

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**Liability:** The software has been extensively tested and checked for errors, both technical and mathematical, but no responsibility will be accepted by the Company for any damages arising from use of this Software, inability to use it, failure of a child or adult to pass any examination or test or to reach a set level of attainment, personal injury, loss of profit or business interruption or consequential damage, even if the Company has been advised of the possibility of such damage. If MathSphere is found to be liable under English Law, damages will be limited only to the total subscription paid.

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**Termination of the Service.** If MathSphere ceases to trade or decides at its sole discretion to cease providing the service

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**Third parties:** No person who is not a party to this contract shall have any right to enforce any term or condition or be entitled to any remedy or compensation save that which exists under English Law.