

## Online Entries and Results System Terms of Use

The Asset Languages Entries and Results System is a secure website which allows you to:

- Submit final entries for Asset Languages external assessments
- View results for these tests before hard copies are released
- Arrange the date and time for any computer-based assessments you wish to carry out.

Features will continue to be added to improve your experience of interactions with OCR.

OCR is committed to ensuring that centre and candidate data are collected and processed with the utmost security and in accordance with all relevant legislation. In addition to this, entry data is the basis on which fees for Asset Languages assessments are charged. Every effort is made to ensure that this data is accurate at the point charges are raised.

Please pass the attached terms of use for the Asset Languages Online Entries and Results System to your Head of Centre to read and sign.

Please return the signed acknowledgement by fax to **01223 552646** or by post to:

OCR Centre Services  
1 Hills Road  
Cambridge  
CB1 2EU

OCR will then issue your Exams Officer with a password to access to the site.

If you need more information, please do not hesitate to contact the OCR Customer Contact on 01223 553998 or via [assetlanguages@ocr.org.uk](mailto:assetlanguages@ocr.org.uk).

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I confirm that I have read the attached terms of use and agree that staff at this centre will abide by them.

Centre number .....

Centre name .....

Exams Officer's name .....

Exams Officer's email address.....  
(This must be a dedicated email address)

Head of Centre's signature .....

Head of Centre's name .....

Date.....

## Terms of Use for Extranet Sites

Your use of the Oxford Cambridge and RSA Examinations (“OCR”) extranet at <https://entries.assetlanguages.org.uk> (“the Site”) is governed by these terms of use, and by entering and using the Site you confirm that you consent to these terms of use.

Where you are using the Site as part of your duties of employment, you confirm that you are authorised to agree to these terms of use on behalf of your employer.

These terms of use are a legal agreement can only be modified with OCR’s prior written consent. OCR reserves the right to change the terms at its discretion by changing them on the ‘Terms of Use’ page on the Site.

### 1 Accuracy of information and disclaimer

- 1.1 OCR will use all reasonable endeavours to ensure that all information on the Site is accurate.
- 1.2 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 Site are hereby excluded to the fullest extent permitted by law.
- 1.3 Nothing in these terms of use shall exclude OCR’s liability to you for fraudulent misrepresentation by OCR or its employees or for death or personal injury resulting from OCR’s negligence or that of its employees.
- 1.4 SUBJECT TO THE ABOVE, YOU ACKNOWLEDGE THAT OCR’S LIABILITY TO YOU FOR DIRECT LOSS UNDER ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE SHALL BE LIMITED TO THE GREATER OF £10,000 (TEN THOUSAND POUNDS STERLING) OR THE AMOUNT PAID BY YOUR ORGANISATION TO OCR WITHIN THE PRECEDING 12 MONTHS FOR ANY ONE INCIDENT OR SERIES OF INCIDENTS. OCR SHALL, HOWEVER, IN NO CIRCUMSTANCES BE LIABLE TO YOU UNDER OR IN CONNECTION WITH YOUR USE OF THE SITE 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.
- 1.5 You acknowledge that OCR cannot guarantee that the Site will always be available to you, owing to the nature of the Internet. In addition, you acknowledge that the Site may be unavailable owing to maintenance, but where possible OCR will carry out such maintenance outside core operating hours, and will try to minimise the period of any disruption.

## **2 Code of conduct**

- 2.1 You agree to ensure that any details with which you supply to OCR through the Site are accurate and to let OCR know promptly if any of the details which you have supplied to OCR about you change.
- 2.2 You agree to keep your username and password for use on the Site confidential, and to be responsible for any loss or damage resulting from use of your username and password by any third party.
- 2.3 OCR reserves the right to terminate your access to the Site should we consider that your use of the Site is detrimental to the Site or to other users.
- 2.4 If accessing any part of the Site you agree:
  - 2.4.1 Not to use the Site in such a way that disrupts, interferes with or restricts the use of the Site by other third party users
  - 2.4.2 To ensure that any materials uploaded, displayed or transmitted by you through or to the Site 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
  - 2.4.3 Not to reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of the Site nor attempt to transmit to or via the Site any information that contains a virus, worm, trojan horse, or other harmful or disruptive component
  - 2.4.4 Not to send 'spam' email or any unsolicited correspondence which is unrelated to the business of OCR to any addresses made available on the Site
  - 2.4.5 Not to change, modify, delete, interfere with or misuse data contained on the Site entered by or relating to any third party user of the Site.
- 2.5 If OCR suffers loss owing to a breach by you of these terms of use, you agree to indemnify OCR for any such loss.
- 2.6 You should satisfy yourself that you have appropriate protection against computer viruses, worms, Trojan horses or other items of a destructive nature whilst using the Internet, and that your connection to the Site is secure.

## **3 Links**

- 3.1 The Site may include hypertext links to third party websites. OCR 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.
- 3.2 You may not create any hypertext link to the Site.

## **4 Copyright and intellectual property**

- 4.1 The copyright and other intellectual property in material contained in the Site, including without limitation in text, images, scripts and sounds, is owned by OCR except where otherwise stated. © OCR.
- 4.2 You may print extracts from the Site or any of its pages for internal business use only.
- 4.3 All other rights are reserved.
- 4.4 OCR is a registered trade mark of Oxford Cambridge and RSA Examinations in the UK.

## **5 Data protection**

- 5.1 By registering to access secure areas on the Site, you consent to OCR processing your personal data in accordance with OCR's Data Protection and Privacy Statement. This is available at <https://entries.assetlanguages.org.uk/documents/DataProtection.pdf>.

## **6 Other agreements**

- 6.1 In the case of any conflict between these terms of use and any other agreement which you have with OCR, the latter shall prevail.

## **7 Contacting OCR**

- 7.1 OCR is a company limited by guarantee registered no. 3484466 registered in England and Wales. Its registered office is 1 Hills Road, Cambridge CB1 2EU.
- 7.2 If you have any queries about these terms of use, you should contact OCR by emailing [assetlanguages@ocr.org.uk](mailto:assetlanguages@ocr.org.uk).

## **8 Governing law and jurisdiction**

- 8.1 These terms of use shall be governed by and construed in accordance with English law. Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with these terms of use.