

Copyright Licensing Agency Moodle Plug-In Terms of Use

PLEASE READ CAREFULLY BEFORE DOWNLOADING AND/OR USING THIS PLUG-IN

These terms of use set out the terms between you and us under which you may use the plug-in provided by the Copyright Licensing Agency in connection with the Moodle virtual learning environment (the **plug-in**). These terms of use apply to all users of the plug-in. By downloading and

using the plug-in you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use the plug-in.

We recommend that you print a copy of these terms of use for future reference.

INFORMATION ABOUT US

The plug-in is designed to collect bibliographic information about copyright material uploaded to the Moodle platform and is operated by the Copyright Licensing Agency (**CLA**, **we** or **us**). This information allows us to distribute monies to authors, visual creators and/or publishers of CLA-licensed material.

We are registered in England and Wales under company number 1690026 and have our registered office at Saffron House, 6-10 Kirby Street, London EC1N 8TS.

CHANGES TO THE PLUG-IN AND THESE TERMS OF USE

We may update the plug-in and these terms of use from time to time, and will make new versions available. Depending on the update, you may not be able to use the plug-in until you have downloaded the latest version of the plug-in and accepted any new terms of use. We do not guarantee that the plug-in and any updated versions thereof will work continually, or be free from errors or omissions.

PROHIBITED USES

You may not use the plug-in in any fraudulent, malicious or unlawful manner, for any fraudulent, malicious or unlawful purpose, or in any manner inconsistent with these terms of use. You must not misuse the plug-in by knowingly introducing viruses, trojans, worms, or other material which is malicious or technologically harmful or unlawful.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, we exclude all terms, conditions or warranties implied by statute, law or otherwise as to the merchantability, satisfactory quality of fitness for any particular purpose, ownership, entitlement or use which may apply to the plug-in. We specifically deny any implied or express representation that the plug-in will be fit to operate in conjunction with any hardware items or software products or to operate uninterrupted or error-free.

We hereby exclude all liability for any loss or damage, whether direct, special, indirect or consequential loss, and we further exclude all liability for loss of profits, loss of sales, revenue or

business or other opportunity, loss of or damage to goodwill, loss of use or corruption of software, data or information.

We will not be liable for any loss or damage caused by the plug-in itself, or any virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your download and/or use of the plug-in. We do not guarantee that the plug-in will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform in order to use the plug-in. You should use your own virus, firewall and security protection software.

The intellectual property rights in the overall plug-in are owned by the CLA, with portions contributed by many others. The plug-in is provided in accordance with the same terms and conditions of the GNU General Public Licence (**GPL**) as the Moodle software (version 2.6), which are available to view at http://docs.moodle.org/dev/License. We assume no responsibility for the content of any other material provided via the Moodle platform and we will not be liable for any loss or damage that may arise from your use of same, or the plug-in.

Nothing in these terms of use shall limit or exclude our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

We own all copyright, database rights and other intellectual property rights in the data you enter into the plug-in and you hereby assign all such intellectual property rights to us. You agree that we can use such data for the purpose of collecting bibliographic information in order to distribute monies to the authors, visual creators and/or publishers of CLA-licensed material, or for any other purpose we wish.

MISCELLANEOUS

We may transfer our rights and obligations under these terms of use to another organisation, but this will not affect your rights or our obligations under these terms of use. You may not transfer your rights or obligations under these terms of use to another person.

If we fail to insist that you perform any of your obligations under these terms of use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Each of the terms of these terms of use operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect.

These terms of use and any dispute or claim arising out of or in connection with it 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. Each of you and us irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms of use or its subject matter or formation (including non-contractual disputes or claims).