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## REALLYENGLISH.COM

### WEBSITE TERMS OF USE AND PRIVACY POLICY

#### 1. About us

These Terms and Conditions (“Terms”) explain the terms on which you may use the website Reallyenglish.com (“Website”), and what happens to any personal data you provide or we collect when you use the Website.

By using our Website, you accept these Terms of use and agree to comply with them. If you do not agree to these Terms, you must not use our Website.

#### 2. Users of the Reallyenglish.com language learning platform

If you are an end user of our language learning platform (“Platform”), then your use of the Platform will be governed by our [End User Licence Agreement](#) and the Platform’s [Privacy Policy](#).

#### 3. Terms on which we make the site available

Our Website is made available free of charge, but is subject to the Terms set out on this page, including the following:

- use of our Website and acceptance of these Terms does not entitle you to use the Platform;
- we do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of our Website and any content on it without notice;
- you are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and that they comply with them;
- the content on our Website is provided for general information only and is not intended to be an offer to contract or to be relied on;
- although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date;
- we do not guarantee that our Website will be secure or free from bugs or viruses;
- you are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

#### 4. Intellectual property

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

Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged. You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so.

#### 5. Links to other sites

Where our Website contains links to other sites and resources provided by third parties, these links are

provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

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. 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.

## **6. Our liability**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or for fraud.

To the extent permitted by law, we exclude: all implied conditions, warranties, representations or other terms that may apply to our Website; all liability for loss or damage which is indirect or not foreseeable; and any loss relating to damage or corruption of data or computer equipment.

## **7. Your personal information**

### **What data we collect and why:**

When you visit our Website, or correspond or do business with us, we may collect information relating to you. The type of personal data we hold about individuals typically consists of basic personal details and contact information.

Information about Website visitors will not identify a particular user. Typically, we collect IP addresses, browser or device details and details of someone's connection type or screen resolution. This information is used to optimise and configure the Website and keep track of visitor statistics.

We typically use this information because it is in our legitimate interests to do so. These interests include the operation of our business and promoting its success, and enabling us to fulfil contracts and exercise our legal rights.

We may also use information on the basis of an individual's consent, but when we ask for consent we will make clear what the consent relates to. Where we process personal data on the basis of someone's consent, they are free to refuse to give that consent or can revoke it at any time.

### **When we share personal data:**

Personal data you provide to us will be kept private and confidential, and we will not disclose or share it with other data controllers without your permission or as set out in this policy.

We will disclose data when legally required to do so. For example, to comply with an order from a court or regulator (including the Information Commissioner's Office). We also share personal data with some of the third parties who provide services to us. This includes software providers and IT support services. However, these third parties will only process personal data (which may include your information) on our behalf for specified purposes and in accordance with our strict instructions and a contract which ensures the data will be protected in accordance with data protection law.

### **How long we store personal data for:**

We only retain personal data for as long as is necessary for the specific purpose(s) it was collected for (or for related compatible purposes such as complying with applicable legal, accounting, or record-keeping requirements). To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from its unauthorised use

or disclosure, the purposes for which we process your personal data, whether we can achieve those purposes through other means, and the applicable legal requirements.

#### **How we keep personal data safe:**

We have in place security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, damaged or destroyed, altered or disclosed. This includes physical security measures (such as keeping paper files in secure, access-controlled premises) and electronic security technology (such as digital back-ups and anti-virus protection).

We limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to legal and contractual confidentiality obligations.

#### **International transfers:**

We normally only store personal data within the European Economic Area (EEA). However, some of the technology and support services we use are provided by international organisations and/or companies which are based outside the EEA. Before using such service providers, we take steps to make sure that any personal data they process is adequately protected and transferred in accordance with data protection law, usually by one or more of the following methods:

- ensuring the recipient is in a country which the European Commission has deemed provides adequate protection for personal data;
- implementing appropriate safeguards such as requiring the recipient to enter into Standard Contractual Clauses approved by the European Commission; or
- (if the recipient is based in the USA) transferring personal data to recipients who are certified under the EU-US Privacy Shield scheme.

If you would like more detailed information on the measures and safeguards which we implement for such data transfers, then please contact us using the details set out in section 8 below.

#### **Your rights as a data subject:**

You have legal rights in relation to the personal data we hold about you. These are as follows:

- The right to access your personal data and receive a copy of it.
- The right to request correction or completion of personal data.
- The right to request erasure of your personal data (though this may not apply where we have a good, lawful reason to continue using the information in question).
- The right to object to processing of your personal data for legitimate interests purposes or for direct marketing.
- The right to restrict how your personal data is used. You can limit how we use your information (primarily to storage or for use in legal claims).
- The right to have a portable copy your personal data or to transfer it to another controller (where technically feasible).
- If we are relying on consent to process your personal data you have the right to withdraw that consent at any time. Note this only applies to automated information we process on the basis of your consent or in order to perform a contract.
- You have the right to complain to the Information Commissioner's Office if you are not satisfied with our response to a data protection request or if you think your personal data has been mishandled. For further information on how to make a complaint, please visit <https://ico.org.uk>.

## **8. How to contact us**

The Website is owned and operated by Reallyenglish.com Limited, a company registered in England and Wales with registered number 03895911, having its registered office at 1 Primrose Street, London, England, EC2A 2EX.

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For the purposes of applicable data protection and privacy laws, Reallyenglish.com Limited is a controller of your personal data. This means that it is responsible for deciding how and why personal data is used, for keeping it safe and for responding to data subject requests. Reallyenglish.com is registered as a data controller with the Information Commissioner's Office (ICO) with registration number Z6565319. If you have questions about these Terms or your personal data, please contact us by writing to the office address above or by emailing [contact@reallyenglish.com](mailto:contact@reallyenglish.com).

## **9. Updates to these terms**

We will update this policy from time to time. The current version will always be posted on our website. This policy was last updated on July 19<sup>th</sup>, 2018.