

Cabri Express License

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These terms and conditions are intended to define the terms of use of the application Cabri Express. Some features of the application are offered as complements to those of the free version as addendums (see below).

By using the Cabri Express application, you agree in full to the terms and conditions of this agreement.

Definitions

Cabri Express: Software application for teaching and learning mathematics;

Cabrilog SAS: Company owner of Cabri Express, holding all the intellectual property rights of the application;

Licensee: Person physical (eg student, teacher, school counselor, author of educational content, ...) using the application Cabri Express;

Storage space: Area on a server, possibly allowing a user of Cabri Express to save documents created during a session with Cabri Express and to re-open later;

Evaluation module: Type of usage of Cabri Express allowing the automatic evaluation of the activity of an individual student or of a class;

Author module: Type of usage of Cabri allowing access to all the offered functionalities (of dynamic mathematics and evaluation), in particular for the creation of highly interactive activities and possibly evaluable automatically by the user himself or a teacher;

FREE individual license: free license allowing the use of Cabri in an individual setting at home or in class as long as it is not generalized to the entire school concerned.

Some Cabri Express features such as storage and evaluation capabilities may be limited under such license;

PAY license (academic, institutional, publication of contents,...): pay license to be used in academic, institutional or for the publication of contents, allowing the use of extended functionalities, possibly without limitations, offered within the framework of the Cabri Express application.

Such license may be governed by additional license agreements to this general license agreement. Further details on Cabri Express's non-free licenses can be obtained by visiting <https://cabri.com> or by emailing at info@cabri.com.

Using Cabri Express

As stated in the preamble, the use of the Cabri Express application and accompanying tools or documentation is subject to the unrestricted acceptance of the terms of this document.

The application allows you to access a mathematical kit integrating a scientific and graphical calculator, an equation editor, a dynamic geometry constructions editor, features for evaluation of the mathematical activity of the user, in the form of a dynamic mathematical environment.

Cabri Express can contain information, data, texts, videos, written messages and comments, graphics and interactive animations called "contents". The use, reproduction, modification, distribution or storage of such contents for purposes other than the use of the application under the terms of the license is expressly prohibited. The licensee, in the case of a free license, is therefore not authorized to sell, use or otherwise exploit such contents, in particular for purposes likely to generate revenue.

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Cabrilog does not grant licensees any other right than to use Cabri Express for the aforementioned purposes. As a result, the licensees are forbidden :

- to broadcast the content of Cabri Express (executable, activities) by any means whatsoever, for any purpose likely to generate revenue;
- To download Cabri Express other than in the cases authorized by Cabrilog and, more generally, to exploit and / or use all or part of the elements of the software by any means and in any form whatsoever for any purpose other than those expressly authorized.

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Any reverse engineering action involving Cabri Express is expressly deemed unlawful.

In addition, in case of violation by the licensee of any of the clauses of this license, Cabrilog will be entitled by law and without notice to suspend the licensee's access to Cabri Express.

Liability

Cabrilog's responsibility can not be investigated for failures caused by any event, in particular due to possible network congestion (internet or local) or even if the equipment and connections of the licensee are defective, not compatible or technically insufficient or unsuitable for this type of exploitation.

Similarly, it is up to the licensee to ensure that the filtering and/or protection devices that she has put in place do not prevent access to Cabri Express, nor the operation of the application.

Cabrilog strives to ensure to the best of its ability the accuracy and updating of the information contained in the application which it reserves the right to correction, at any time and without notice.

Cabrilog also reserves the right at any time to discontinue, temporarily or permanently the application with or without notice. It is agreed that Cabrilog is not liable to you or any third party for any modification, suspension, termination or discontinuance of the service.

Unless explicitly stated otherwise, any new features that extend or enhance Cabri Express, including the release of new tools and resources, may be added to the application and made available to you, possibly as a paid extension.

Cabrilog may, at its sole discretion, modify the features of Cabri Express without notice.

Cabrilog does not guarantee that the application will meet your needs, or that the application will run without interruption or error free.

Consequently, Cabrilog declines any responsibility:

- for any occurrence of bugs or other event rendering Cabri Express unsuitable for its use;
- for any inaccuracy or omission concerning the information available in the Cabri Express application;
- and more generally for any direct or indirect damage, whatever the cause or nature, resulting from the consultation and use of Cabri Express.

Property / Intellectual Rights

Cabrilog retains ownership of all property rights of Cabri Express. This license does not grant any intellectual property rights to the licensee.

Modifications

These conditions may be modified in accordance with a possible evolution of the application Cabri Express. Also the licensee is invited to consult these conditions regularly. Continued continued use of the Cabri Express application as a result of any amendment to these terms of use is equivalent to their acceptance.

Contact information

All notices and other correspondence should be sent to the following address:

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38600 Fontaine

or via e-mail, at info@cabri.com.

Applicable Law - Litigation

This license is governed by French law. Any dispute that may arise between Cabrilog and the licensee comes under the exclusive jurisdiction of the courts of Grenoble (France).