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Terms and conditions

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1. Terms and conditions for all International Baccalaureate Organization websites

1.1 General terms and conditions

International Baccalaureate Organization (the “IB”) is a Swiss foundation, with its principal registered address at Rue du Pré-de-la-Bichette 1, 1202 Geneva, Switzerland. To reach the IB, please [visit this page](#).

The IB owns and operates various websites and web pages and provides services to the IB community through them, including the general site accessed under <http://www.ibo.org> that is accessible to the public (including IB Community blogs), as well as a number of IB websites/platforms (My IB, IB Answers, Programme Resource Centre, IB Exchange) that are strictly reserved for the use of IB educators, IBEN members or other persons duly authorized by the IB, who have registered and have been provided with personal identifications and/or passwords and such other sites as may be added by IB from time to time (collectively, the “IB websites”). The restricted IB websites include the My IB portal (a gateway to IB applications, resources, services and content, the professional development platform (“IB Exchange”), the International Baccalaureate Information System (“IBIS”) (including e-coursework, the candidates’ portal and the universities and governments page) and such other sites as may be added by IB from time to time. For the purpose of these terms and conditions, the IB staff intranet shall not be considered to be an IB website.

For users based in the United States of America: By accessing or using this website or IB website, you are accepting the terms and conditions outlined below, including the IB's Privacy Policy.

Your use of any of the IB websites is governed by these [terms and conditions](#) and the [Privacy Policy](#). If you do not agree with any aspect of these documents or any of the Terms and Conditions, please do not access this website or use the IB websites.

If you are not of legal age to form a binding contract (in many jurisdictions, this age is 18, but you should check the age applicable to yours), you may only use the IB websites and disclose information to us if provided access credentials by your school or with your parent's (or guardian's) express consent. Please review these terms and conditions and Privacy Policy with your parent or guardian.

These terms and conditions may be updated and/or revised from time to time by the IB without individual notice to you, by posting a notice online. Please be aware that you are responsible for reviewing any such updates or revisions whenever you access the IB websites. The IB may suspend or vary the whole or any part of the service offered on the IB websites for any reason, at any time, at its sole discretion.

1.2 Links to third party websites

The IB websites may contain links to third party websites ("linked sites").

The IB has no control over the linked sites and is not responsible for the content or availability of any linked site, including, without limitation, any link contained in a linked site, or any changes or updates to a linked site. Unless specified otherwise, the inclusion of any link does not imply endorsement by the IB of the linked site or any association with its operator. However, the IB websites may include a few links to third-party websites which have a relationship with the IB (including, but not limited to, the Follett IB Store). The IB does not guarantee that a linked site will work appropriately and will not contain computer viruses or other bugs that could harm your internet-access device.

You are responsible for viewing and abiding by the terms and conditions posted at the linked sites.

1.3 User postings

This section is not applicable to content created or co-created by contractors (including but not limited to exam authors, workshop developers, textbook authors, curriculum review participants, etc.) commissioned by the IB on a work-for-hire basis. The contract executed between the IB and the contractor includes language clarifying ownership of any intellectual property newly created or co-created by the contractor in the course of his/her commissioned work.

This section is applicable to any posting submitted by users on IB websites and applications.

As a IB website user you may submit content or post links, or otherwise make materials available by means of the IB website and applications (any such material, "User Postings").

User postings representations and warranties

By submitting or distributing your User Postings, you affirm, represent and warrant (1) that you have the necessary rights, licenses, consents and/or permissions to reproduce and publish the User Postings and to authorize the IB and IB websites' users to reproduce, modify, publish and otherwise use and distribute your User Postings in a manner consistent with the licenses granted by you below, and (2) that neither your submission of your User Postings nor the exercise of the licenses granted below will infringe or violate the rights of any third party. You, and not the IB, are solely responsible for your User Postings and the consequences of posting or publishing them.

On becoming aware of any potential violation of these terms, the IB reserves the right at any time to remove such User Postings and/or terminate a user's account without prior notice and at its sole discretion.

You further understand and acknowledge that by using IB websites, including but not limited to Online Communities accessible via My IB or IB Exchange, you may be exposed to content that is factually inaccurate, offensive, indecent, or otherwise objectionable to you. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the IB with respect to any such content.

You must not use IB websites for promotion of yourself or your own website(s) / products. Spam, flooding, advertisements, chain letters, pyramid schemes, and solicitations are also forbidden on IB websites. Doing so may lead to you being banned. The IP address of all posts is recorded to aid in enforcing these Terms.

You agree to defend, indemnify and hold harmless the IB, its subsidiaries, and employees from and against any claims, losses or liabilities resulting from a violation by you of these Terms.

License Grant to IB

You retain full copyright ownership in any posting submitted on IB websites. By submitting or distributing your User Postings, you hereby grant to the IB a worldwide, non-exclusive, transferable, assignable, sub licensable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, modify, distribute, re-distribute, relicense and otherwise use, make available and exploit your User Postings in connection with the provision of My IB services/IB Exchange and the IB's activities, including for educational and promotional purposes.

License Grant to users of IB websites

You retain full copyright ownership in User Postings submitted on IB websites. By submitting or distributing your User Postings, you hereby grant to each user of the IB websites a non-exclusive license to access and use your User Postings in connection with their use of the IB websites for non-commercial educational purposes.

1.4 No unlawful or prohibited use

As a condition of your use of the IB websites, you agree to the following:

1.4.1 Not to cause nor allow others to cause any offence or nuisance whether to the IB or its clients or to users of the IB websites by any means.

1.4.2 Not to use any IB website to transmit or post any material that:

- may be defamatory, offensive, obscene or of threatening character
- may, in the opinion of the IB, cause a nuisance to the organization, its staff or any other person
- is illegal or infringes upon the intellectual property or other rights of the IB or of a third party
- contains reference to commercial postings or postings that advertise commercial services
- uses or misuses the features or functionality (whether by automated or manual means) of any IB website for commercial or promotional purposes or any purpose not endorsed by the IB

- is prohibited by these terms and conditions
- is prohibited under any applicable local or international law.

1.4.3 Not to use nor allow others to use any IB website in a manner that could damage, disable, overburden, or impair any IB website (or the network(s) connected to any IB website) or interfere with any other party's use of any IB website.

1.4.4 Not to use nor allow others to use any IB website to gain unauthorized access to facilities or services nor for any activity with any of the following objectives or consequences:

- corruption or destruction of data belonging to the IB or a third party
- violation of the privacy of another person
- continued use of an item of hardware after the IB has requested that the use cease
- any other deliberate misuse of any IB website.

1.4.5 Not to attempt to gain unauthorized access to any IB website or to restricted sections of such website or to other accounts, computer systems or networks connected to any IB website, through hacking, password mining or any other means.

1.4.6 Not to attempt to obtain materials or information not intentionally made available through an IB website.

1.5 Passwords and personal security obligations for restricted IB websites

You agree that you will keep any identification and/or password issued to you confidential and will not disclose it to any third party. In the event you become aware of any misuse of the password or breach of this condition, you agree to notify us immediately via web@ibo.org.

In addition, when accessing any IB website with restricted access (including, but not limited to My IB and IBIS) you will:

- run anti-virus software and keep such software up to date by regularly installing the latest signature files;
- run personal firewall software and will ensure that such software is configured appropriately and kept up to date; and
- will download and install the latest security patches for your operating system and web browser regularly and pay heed to security notices and advice issued by your operating system and web browser vendors.

If a user is in breach of any of these terms and conditions, the IB may withdraw access to any account and cancel any password issued.

1.6 General liability disclaimer

The information, software, products and services included in or available through the IB websites may include inaccuracies or typographical errors. The IB reserves the right to make changes to any IB website and to the information therein.

The IB does not guarantee that documents available on its websites exactly reproduce the latest version of said documents.

The IB makes no representations or warranty about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the materials, information, software, products, services and graphics contained within the IB websites for any purpose. All IB websites, services, content and information is provided on an “as is”, “as available” basis without any warranty of any kind (including express or implied).

You agree that the IB shall not be responsible for any threatening, defamatory, obscene, offensive or illegal content or conduct of any third party or any infringement of another's rights, including but not limited to intellectual property rights by such third party. You agree that the IB is not responsible for any content sent via and/or included in the IB websites by a third party.

In no event shall the IB be liable to you (whether in contract, tort or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, loss of data, pure economic loss, loss of profits, loss of business, loss of business opportunities, depletion of goodwill and like loss) howsoever caused arising out of or in any way connected with the access to, the use or performance of any IB website, with the delay or the inability to use any IB website, the provision or the failure to provide services or for any information, software, products, services and graphics obtained through any IB website, or otherwise arising out of the use of any IB website.

1.7 Indemnity

You agree to indemnify and hold the IB and its directors, managers, employees or agents harmless from any costs (including legal costs), claims, losses and expenses arising from or related to your breach of these terms and conditions.

1.8 IB trademarks and content under copyright

The IB owns a large body of intellectual property including protected logos, wordmarks and content under copyright (also referred to “IB copyrighted materials” or “IB materials”). The IB licenses its intellectual property to various parties under specific terms and conditions spelled out in either these online terms and conditions (Section 2) or (i) IB rules and policy for use of intellectual property (www.ibo.org/copyright) (ii) an executed agreement with the IB. Any use not expressly permitted is prohibited unless special permission is obtained in writing from the IB. All queries regarding the use of IB intellectual property should be sent to copyright@ibo.org. Moreover, any party licensed to use IB logos must comply with IB branding guidelines which can be found at <http://www.ibo.org/myib/digitaltoolkit/logos/>. Any enquiry from the IB community (IB schools, associations of IB world schools, IB teachers, IBENs) regarding usage guidelines of IB logos and trademarks should be sent to communications@ibo.org.

1.9 Licence disclaimer

Nothing on the IB websites shall be construed as conferring any licence under intellectual property rights of the IB or any third party.

1.10 Notice and procedure for making claims of copyright or intellectual property infringement

The IB respects the intellectual property of others, and we ask our users to do the same. The IB may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If your copyright-protected work was posted on IB websites in a way that constitutes copyright infringement, you may submit a copyright infringement notification to IB Legal and Compliance department at copyright@ibo.org with the following information: a valid signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest

- a description of the copyrighted work or other intellectual property that you claim has been infringed
- a description of where the alleged infringing material is located on the site
- your postal address, telephone number, and email address
- a statement by you that you in good faith believe the disputed use is not authorized by the copyright owner, its agent, or the law

- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or that you are authorized to act on behalf of the copyright or intellectual property owner.

A sample notice is provided here: <https://www.copyright.gov/512/sample-notice.pdf>. Be sure to consider whether fair use, fair dealing or a similar exception to copyright applies before you submit a notice of infringement.

If you believe your copyright-protected work was taken down in error, you can submit a copyright counter notification to copyright@ibo.org. A counter notification is a legal request for the IB under the US Digital Millenium Act to reinstate a copyrighted material that was taken down for alleged copyright infringement. A sample counter notice is provided here: <https://www.copyright.gov/512/sample-counter-notice.pdf>

Following receipt of a compliant counter-notice, the IB must restore access to the material after no less than ten and no more than fourteen business days, unless the original notice sender informs the IB that it has filed a court action against the user.

1.11 Terms for ordering transcripts and replacement certification online

This section refers to the conditions relating to the sale of transcripts and replacement certification ("Transcripts") by the IB, purchased using the IB online request for results service. Please read these terms and conditions carefully before ordering.

Only parties that can lawfully enter into and form contracts under Swiss law can purchase Transcripts using the IB online request for results service (for example, minors are not permitted to use the IB online request for results service to purchase Transcripts).

1.11.1 The Transcripts are offered to you by the IB, via its online request for results service at <http://rrs.ibo.org>.

1.11.2 You are obliged to accept these terms and conditions confirming you have read and agreed to them. If you do not tick the check box you cannot proceed with the order process. After you have completed the electronic order for any of the Transcripts, you are required to submit your request and review your order information.

1.11.3 Whenever possible, the IB online request for results service will immediately acknowledge receipt of your order via email or via an on-screen confirmation message. However, the IB online request for results service is not obliged to sell the Transcripts to

you and no contract will exist until the IB online request for results service has dispatched the Transcripts to you. The IB online request for results service expressly reserves the right to reject any order for any reason.

1.11.4 Where applicable, the IB online request for results service aims to process requests within 14 working days of receiving your order, however the IB cannot guarantee this turn around during peak working times.

1.11.5 The IB may not necessarily keep a copy of these terms and conditions or of your order. The IB therefore advises you to print a copy of them for your information in the future.

1.11.6 The IB retains full title, ownership and property of all Transcripts ordered by you until it receives full payment.

1.12 Recognition Statements Public Portal

1.12.1 This section refers to the Recognition Statements Public Portal sections of the IB websites. Please read these terms and conditions carefully. If you spot any inaccuracies with respect to the Recognition Statements Public Portal sections of the IB websites, please contact recognition@ibo.org.

1.12.2 Local and national governments around the world recognize that the IB programmes offer internationally accredited curricula and qualifications. The degree of recognition of IB programmes varies from country to country. The IB has undertaken reasonable endeavours to obtain information about the specific recognition considerations for each country/territory, as set out on the IB websites. Stakeholders should check directly with the government authority in the relevant country/territory for the most accurate and up-to-date information.

1.12.3 Universities have provided the IB with a description of how they recognize IB programmes, which is set out on the IB websites. The IB does not represent or warrant that this information is accurate or complete. Therefore, stakeholders should check directly with the relevant university for the most accurate and up-to-date information.

1.12.4 Information about transcripts numbers reflect requests received by the IB to send transcripts to a particular university and are not necessarily an indication of the number of IB students admitted into that university. Transcripts numbers may be higher or lower than

the number of IB students admitted into or attending a university due to, for example, central processing centres, admissions processes that do not require transcripts and IB students not attending a university to which transcripts have been sent.

1.13 Severability, applicable law and jurisdiction

1.13.1 If any provision of the terms and conditions is determined to be invalid or unenforceable, the remaining terms and conditions shall remain valid and shall continue to bind the parties. Such invalid provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

1.13.2 These terms and conditions are governed by Swiss law without reference to its conflicts of law rules. You hereby consent that all disputes arising out of or relating to these terms and conditions shall be finally resolved by arbitration in Geneva, Switzerland, conducted in the English language by one arbitrator, in accordance with the Swiss Rules of International Arbitration, and using any permitted technology systems and electronic communications. Notwithstanding the above, you agree that nothing herein shall be deemed to limit the IB's right to (i) institute an action in the courts of Geneva, Switzerland, or (ii) seek injunctive relief with respect to an actual or threatened breach of intellectual property rights, data protection or confidentiality obligations in any applicable jurisdiction.

2. Additional terms and conditions for IB websites with restricted access

2.1 General

You agree not to access (or attempt to access) any of the IB's websites that have restricted access by any means other than through the interface we provide, unless you have been specifically allowed to do so in a separate agreement. You agree not to access (or attempt to access) any such restricted sites through any automated means (including use of scripts or web crawlers), and you agree to comply with the instructions set out in such restricted sites.

2.2. Additional terms and conditions for My IB and IB Exchange

My IB is the IB community’s gateway to the IB applications, resources, communities and content they need in their day-to-day work (“My IB”). My IB makes it easier for the IB community to access multiple IB applications, resources, communities and content using one username and password. The applications that will be live within My IB may change from time to time.

IB Exchange is a learning experience platform that connects IB teachers with practical teaching resources, stimulating professional learning experiences, micro-credentials and associated learning modules, peer communities and premium content. It is available to IB teachers through their MyIB login. IB Exchange is currently for IB teachers who have registered for their teacher role in MyIB. To access IB Exchange, a user needs to have an approved teacher role in one of the subjects that are available. If they do not have this role, as a first step, they should update their MyIB Profile and have it confirmed by their Coordinator. Once their profile is up to date, they can log in to IB Exchange through the tile located in MyIB.

Your use of My IB or IB Exchange is subject to all the terms and conditions under sections 1 and 2. In consideration of use of My IB, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any IB registration form, and (b) to maintain and update this information to keep it true, accurate, current and complete.

2.2.1 Restrictions

The My IB gateway, accessed under <https://internationalbaccalaureate.force.com/ibportal/IBPortalLogin>, is offered as a service to two broad categories of the IB community

EDUCATORS	Access Permitted
An educator or other school staff member involved with the IB programme at an IB candidate or authorized school (e.g. teacher, programme coordinator, deputy programme coordinator, counsellor, librarian)	for the term of your employment at such school or other IB school

IBEN MEMBERS

A member of IB's network of educators
(<http://www.ibo.org/jobs-and-careers/ib-educator-network/>)

for the duration of your contract associated
with the role (<http://www.ibo.org/jobs-and-careers/ib-educator-network/iben-roles/>)

OTHER USERS

another individual given access by the IB for
a specific purpose (e.g. teachers for teacher
award or individuals developing IB-
recognized courses of study)

for as long as that purpose pertains

On-line Course Providers
online professional development service
providers and teachers/staff of such
providers providing IB courses

For duration of the online course provider's
contract with the IB.

Professional Development (PD) Providers
A member of the IB Professional
Development Provider group

For the duration of their contract with the
IB.

The IB grants any authorised educator of IB Exchange a non-exclusive, limited, non-transferable license to copy, reproduce, distribute, and make derivatives of IB owned materials and any other source content available on IB Exchange solely for professional and non-commercial teaching activities and when acting on behalf of the IB World School or candidate school at which the educator teaches. Authorised users of IB Exchange are not permitted to use, reproduce, distribute and make derivatives of any IB materials (whether free or premium paid content) or source content available on IB Exchange when acting outside of their employment at the IB World School or candidate school or with any third-party, including but not limited for purposes of developing or delivering any non-IB endorsed professional development services, consultancy services provided to IB teachers and IB world schools or any other party.

Any member of the IB Educator network is not permitted to use, reproduce, distribute and make derivatives of IB Materials for any commercial or non-commercial activities without IB's prior written approval, including but not limited to unofficial professional development workshops and consultancy services provided to IB teachers and IB World Schools.

A member of the IB community cannot access any of the applications without logging in to My IB. Once logged in, users will only see the applications that are relevant to their role in the IB community. For example, only Heads of IB schools will have access to Heads Engage. Access to the applications within My IB will be withdrawn once you are no longer active in the role for which you were granted access to the particular application. Access to My IB entirely, and any of the applications within it, may be withdrawn if you have violated the terms and conditions of any other IB contract and if this violation has occurred on My IB or any of the applications accessed through My IB, it could jeopardize your My IB access.

2.3 Additional terms and conditions for IBIS

Your use of IBIS is subject to all the terms and conditions under section 1 and to the following additional terms and conditions.

2.3.1 Definition of IBIS and its users

IBIS provides administrative functions and information related to the IB's examination sessions including candidate registrations, E-coursework services and candidate portal. Access to this site is strictly limited to authorized users who have been allocated login credentials by the IB upon verification of their entitlement to such functions and information. IB may provide Educators at schools with login credentials that they then have the option to share with students so that students may upload coursework directly to

the E-coursework services or may directly access the candidate portal. By providing any student such IBIS login credentials, each school and Educator hereby represents and warrants to the IB that they have done so in compliance with all applicable laws, regulations and school policies with respect to giving students access to IB websites and their agreement to these terms and conditions.

2.3.2 Your personal security obligations

Every possible effort is made by the IB to protect the confidentiality, integrity and availability of IBIS. However, you also have a personal obligation to help protect the security of the data for which you are responsible within this site. Your use of IBIS constitutes recognition of that obligation and agreement to the following terms.

2.3.2.1 IBIS login credentials

You must make every reasonable effort to keep the computer(s) you use to access IBIS (including the candidate portal) as secure as possible. This includes, but is not limited to the requirements of section 1.5 above as well as:

- ensuring that you do not store any sensitive information relating to IBIS, for example, your login credentials, anywhere on or near your computer(s)
- ensuring that you properly log out of IBIS when you have finished using it to prevent another person from gaining access to IBIS using your session
- ensure that any student login credentials are provided only to the individual student in a private and secure manner
- ensuring that your login credentials cannot be observed by another person watching you typing them in
- ensuring that your login credentials are not shared with anyone under any circumstances.

2.3.3 Your use of IBIS

You are advised and warned that all activity on IBIS is monitored and logged. Your use of IBIS constitutes consent to such monitoring and logging. Access to IBIS may be withdrawn from you as a user if you are suspected of abusing this site and an immediate investigation will be carried out. The IB will take action against you, either disciplinary or legal or both, and against all individuals who attempt to compromise the security of this site.

When accessing any part of IBIS you may not attempt to:

- bypass or subvert any of the security measures employed in the site

- carry out any form of reconnaissance or profiling of this site or its users by any means
- cause any disruption to the availability of this site, intentionally or otherwise
- upload any file or program of any description that may compromise the security of the site and its users
- use this site for any purpose other than that for which it is intended
- add, modify or delete any data without specific authorization
- log in using another person's login credentials or impersonate another IBIS user by any other means.

2.3.4 Withdrawal of access to IBIS

If you breach any of these terms and conditions, the IB reserves the right to withdraw your user account at any time and to initiate an immediate investigation. Therefore, your ability to access IBIS will be suspended and possibly terminated.

February 2024