



ONLINE SITE LICENCE AGREEMENT

If you want to access the online resource (“the Service”) specified in the Invoice from Nelson Thornes Limited (“the Publisher”), you (“the Licensee”) are deemed by entering your username and password to accept the terms and conditions set out in this Agreement. Please read this Agreement carefully as you will be bound by its terms. If you do not wish to be so bound, do not enter your password.

1 LICENCE

The Publisher grants to the Licensee, a non-exclusive, non-transferrable, revocable worldwide licence (“the Licence”) to access the Service on the terms and conditions set out in this Agreement. All other rights are reserved.

2 TERMINATION

The Licensee may terminate the Licence at any time by notifying the Publisher in writing. The Publisher may at its sole discretion terminate this Licence at any time, with or without prior notification, in the event the Licensee fails to comply with the terms and conditions of this Agreement, by de-activating the Licensee’s username and password or suspending operation of the system. The Publisher may terminate the Service at the end of the initial licence period or any renewal thereof, with or without prior notification.

3 CHANGES TO THIS AGREEMENT

The Publisher reserves the right to change the terms of this Agreement or to modify any features of the Service at any time by on-screen message to this access page and the modification will take effect from the date it is first made available on this page. By continuing to use the Service after the posting of a message regarding such changes, the Licensee is deemed to accept such changes.

4 COPYRIGHT AND RESTRICTIONS

The Licensee acknowledges that all intellectual property rights in the content and information (“the Data”) in the Service, and all documentation and software therein, is the property of the Publisher or its suppliers (“Licensors”) and are owned by the Publisher or Licensors and protected by law. Materials received through the Service (copymasters, worksheets, lessonplans and other photocopyables) may be photocopied and are to be used only for the purposes specified in the Schedule. None of the Data may be reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means (electronic, mechanical, photocopied, recorded, or otherwise), resold or redistributed outside of the Licensee’s school or institution without the prior written consent of the Publisher. Any infringement of the rights of the Publisher or the Licensors may result in legal action.

The Service has been designed for the presentation of its content in a unique way which is available only to subscribers provided with a password to access the Service. Without limiting any other provision of this Agreement, the Licensee may not

use or permit the use of the contents of the Service in any way which interferes with changes or modifies its format, appearance and/or content.

5 PROTECTION AND SECURITY

The Licensee shall take all reasonable steps to ensure that no person gains access to the Service other than persons specified as permitted users in the Schedule ("Permitted Users"). The Licensee shall not divulge, sub-licence, assign, transfer to any third party or otherwise dispose of the username and password established during registration and will ensure that all Permitted Users are bound by an undertaking not to do so. The Licensee understands that provision of the username and password will be required prior to each use of the Service and that the Licensee's subscription will be bound to the computer on which (s)he registers for the Service.

6 WARRANTY DISCLAIMER AND INDEMNITY

6.1 The Publisher warrants that it will use all reasonable skill and care in producing the Service and the Data and making it available for access but the Licensee acknowledges that access to it may not be uninterrupted and that the Data may not be error free and reception could be subject to delays in particular, but not only, as a result of the Service being provided by the public internet.

6.2 The Publisher makes no other representations or warranties, express or implied, regarding the Service and the Data and all representations, conditions, warranties, terms and conditions whether express or implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

6.3 The Publisher accepts no responsibility or liability for access to, or the material on, any service or site which is linked from or to the Service.

6.4 The Publisher's liability to the Licensee for death and personal injury caused by its negligence, or any other liability the limitation or exclusion of which is expressly prohibited by law, shall not be limited or excluded.

6.5 Subject to the above, the Publisher's liability for negligence, breach of contract or otherwise arising out of or in connection with the Service or the Data in respect of each event or series of connected events shall be limited to the annual fee paid by the Licensee for the Service.

6.6 In no event shall the Publisher be liable to the Licensee for any indirect, special, incidental, punitive or consequential losses or damages (including third party claims, loss of profits, revenue or goodwill) suffered by the Licensee as a result of an action brought by a third party howsoever caused (including any loss or damages suffered by the Licensee as a result of an action brought by a third party) arising in relation to the Service (including any errors, inaccuracies or omissions in the Data or any faults, interruptions or delays in connection with the Service) or any transaction made in reliance on the Data or in connection with the Service.

6.7 The Licensee will indemnify the Publisher against any loss, damage or expense suffered or incurred by the Publisher arising out of the Licensee's misuse of the Service, the username and password, or the Data.

6.8 No salesperson or other representative of any party involved in the distribution of the Service is authorised to make any warranties concerning the Service other than those contained in this Agreement.

7 FEES AND PAYMENT

The fee for the Service is specified in the Invoice. The Publisher reserves the right to alter the fee for the Service at any time and will notify the Licensee in advance of the fee for renewal not less than 30 days before the expiry of the Licence.

8 TERM

Subject to termination in accordance with clause 2, this Licence will be deemed to run from the date of purchase for THREE YEARS.

9 GENERAL

9.1 If any provision of this Agreement is determined to be invalid or unenforceable the same shall be deemed omitted and the validity or enforceability of the remainder will not be affected.

9.2 This Agreement shall be interpreted, construed, and governed by English law and both parties submit to the non-exclusive jurisdiction of the English Courts.

9.3 This Agreement constitutes the entire agreement between the parties relating to the Service and supersedes all prior agreements, oral or written, and all other communications.

9.4 This Agreement is personal to the Licensee who may not assign or grant a sub-licence of its rights or obligations. The Publisher may assign its rights or obligations to any company which is for the time being a subsidiary or holding company (as defined by Section 736 of the Companies Act 1985) of the Publisher or a subsidiary of any such holding company.