

**OXFORD ONLINE PRODUCTS: ONLINE TERMS AND CONDITIONS
IMPORTANT:**

When you complete and send us the on-line order, you are offering to enter into an agreement with us on the following Terms and Conditions. Following our receipt of your on-line order we will inform you if we do not, for any reason, accept and process your order. We reserve the right to reject any order, as we see fit.

If we accept your order, we will confirm that acceptance to you by e-mail and, on our sending that confirmatory e-mail to you, an agreement ("the Agreement") for the supply of the Oxford online services selected by you in your on-line order ("Licensed Works") will be created between you and Oxford University Press.

You will not have the right to cancel the Agreement under regulation 10 of the Distance Selling Regulations 2000 once the supply to you of the Licensed Works has begun with your agreement. You agree that the supply to you of the Licensed Works may begin before the expiry of the cancellation period given by those Regulations. The supply to you of the Licensed Works will begin when we send you an e-mail containing your password and make the Licensed Works available to you for the first time.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following expressions shall have the following meanings:

"Commercial Use" shall mean use for the purposes of monetary reward (whether by or for the Licensee, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Licensed Works;

"Licensee" shall mean the individual named in the online order form;

"Licensed Works" shall mean the Licensor's online services selected by the Licensee in the online order form;

"Licensor" shall mean Oxford University Press;

"Licensor Trademarks" shall mean the designations OXFORD, OXFORD UNIVERSITY PRESS, GROVE, OED and any other trademarks, registered or unregistered, of the Licensor included in the Licensed Works;

"Passwords" shall mean the user name and password to be given by Licensor to the Licensee to enable the Licensee to access the Licensed Works;

"Server" shall mean either Licensor's server or a third party server designated by Licensor on which the Licensed Works are mounted and through which the Licensee may gain access to the Licensed Works by means of the World Wide Web;

"Subscription Period" shall mean in respect of each Licensed Work, the period commencing on the date on which the Agreement is created as stated above and continuing for so long as the Licensee has a current subscription for that Licensed Work, subject to the provisions for earlier termination set out below.

2. GRANT OF LICENCE, USAGE RIGHTS AND LIMITATIONS ON USE

2.1 Licensor grants the Licensee the non-exclusive and non-transferable right to access and use the Licensed Works throughout the Subscription Period for the purposes of research, teaching, and private

study.

2.2 Throughout the Subscription Period, the Licensee may:

- 2.2.1 access the Server in order to search the Licensed Works and to view, retrieve, and display portions thereof;
- 2.2.2 electronically save portions of the Licensed Works;
- 2.2.3 print out single copies of portions of the Licensed Works;

subject always to any specific restrictions appearing within a Licensed Work in respect of illustrations in that Licensed Work.

These rights may only be exercised by means of a workstation at which the Licensee is located. The rights are personal to the Licensee and may not be exercised by any other person.

2.3 The Licensee may not:

- 2.3.1 remove or alter Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Works;
- 2.3.2 systematically make printed or electronic copies of multiple extracts of the Licensed Works for any purpose;
- 2.3.3 display or distribute any part of the Licensed Works on any electronic network, including without limitation the Internet and the World Wide Web;
- 2.3.4 permit anyone to access or use the Licensed Works;
- 2.3.5 use all or any part of the Licensed Works for any Commercial Use.

2.4 Licensor reserves the right to withdraw access to the Licensed Works in the event of the detection of a page download rate in excess of 4 pages per second per individual browser session. The withdrawal of access in such circumstances is generated by an automatic abuse detection process designed to protect Licensor's intellectual property rights in the Licensed Works. Upon activation of the process emails including details of the actual download rate detected will automatically be sent both to the Licensee and to Licensor's customer service. Licensor's customer service will then contact the Licensee to investigate. Licensor will only restore access when the matter has been satisfactorily resolved.

3. **RESPONSIBILITIES OF THE LICENSEE**

3.1 The Licensee will obtain at its cost all telecommunications and other equipment and software (including an Internet browser and portable document file reader) together with all relevant software licenses necessary to access the Licensed Works online.

3.2 The Licensee will be responsible for the confidentiality and all use of its Password(s)

3.3 The Licensee will notify Licensor as soon as practicable if it becomes aware of any of the following: (a) any loss or theft of the Licensee's password(s); (b) any unauthorised use of any of the Licensee's Password(s).

4. **RESPONSIBILITIES OF LICENSOR**

4.1 Licensor shall provide the Licensee with a user name and password to enable the Licensee to access the Licensed Works.

4.2 Licensor shall use all reasonable efforts:

- 4.2.1 to make the Licensed Works available by means of the World Wide Web to the Licensee throughout the Subscription Period;
- 4.2.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide the Licensee with a quality of service comparable to current standards in the World Wide Web on-line information provision industry;
- 4.2.3 to restore access to the Licensed Works as soon as possible in the event of an interruption or suspension of the service.

4.3 Throughout the Subscription Period Licensor shall itself provide, or arrange for the provision by a third party, of customer support services to the Licensee via e-mail, to include answering e-mail inquiries from the Licensee relating to the use and/or functionality (but not the content) of the Licensed Works. Such support services shall be available 24 hours a day, 7 days a week during the Subscription Period.

5. **ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

5.1 The Licensee acknowledges that all copyrights, patent rights, Licensor Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Licensed Works (collectively the "Licensor Intellectual Property"), are the sole and exclusive property of Licensor and that this Agreement does not convey to the Licensee any right, title, or interest therein except for the right to use the Licensed Works in accordance with the terms and conditions of this Agreement.

5.2 The Licensee shall notify Licensor promptly (i) of the facts and circumstances surrounding any unauthorised possession or use of the Licensed Works, or Licensor Intellectual Property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that the Licensed Works infringe an intellectual property or proprietary right of any third party.

6. **REPRESENTATIONS AND WARRANTIES**

6.1 Licensor represents and warrants that it has the power to enter into this Agreement and to grant the rights conferred herein to the Licensee and that the Licensed Works do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary right or contract right of any third party.

6.2 Save as provided above, Licensor gives no warranty, express or implied, and makes no representation that (i) the Licensed Works will be of satisfactory quality, suitable for any particular purpose or for any particular use under specified conditions, notwithstanding that such purpose, use, or conditions may be known to Licensor; or (ii) that the Licensed Works will operate error free or without interruption or that any errors will be corrected; or (iii) that the material published in the Licensed Works is either complete or accurate.

6.3 In no circumstances will Licensor be liable to the Licensee or any third party for any loss resulting from a cause over which Licensor does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.

6.4 In no circumstances will Licensor be liable to the Licensee or any third party for any consequential, incidental, special or indirect damages including, without limitation, damages for loss of data or corruption of data, loss of programs, loss of business or goodwill, or other damages or losses of any nature arising out of the use of, or inability to use the Licensed Works.

6.5 Without prejudice to the indemnity in clause 7.1, the Licensee agrees that the entire liability of Licensor to the Licensee or Authorised Users arising out of any kind of legal claim (whether in contract, tort, by statute or otherwise) in any way connected with the use or inability to use the Licensed Works shall be the refund of any Charges paid hereunder.

7. INDEMNIFICATION AND FORCE MAJEURE

7.1 Notwithstanding the limitation of liability in clause 6.5, Licensor shall defend, indemnify, and hold the Licensee harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) asserted by third parties against the Licensee which arise out of any act or omission by Licensor that constitutes a breach of Licensor's warranties hereunder.

7.2 The Licensee shall defend, indemnify, and hold Licensor harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) arising from (i) any unauthorised use or dissemination of the Licensed Works by the Licensee and (ii) any violation of this Agreement or of any third-party's rights by the Licensee, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights.

7.3 The obligations in clauses 7.1 and 7.2 will survive the termination of this Agreement.

7.4 The Licensee and Licensor shall not be responsible to one another for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Should any delay in performance occur arising out of any of the foregoing events, a party's obligations that are dependent upon performance of the delayed event by the other party shall be extended correspondingly. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.

8. TERMINATION

8.1 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do. Without limitation, a breach by the Licensee of the provisions of clause 2.3 or 3.3 above would constitute a material breach of this Licence.

8.2 Licensor reserves the right at any time on 30 days notice to the Licensee to terminate this Agreement in whole or in part due to ceasing publication of all or part of the Licensed Works. In the event of a termination in accordance with this clause 8.2 Licensor will refund the pro rata portion of any charges which may have been paid by the Licensee for the balance of the Subscription Period outstanding at the date of such termination.

9. GENERAL

9.1 This Agreement is personal to and binding on the parties and neither this Agreement nor any of the rights under it may be assigned or sublicensed.

9.2 All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Licence, or such other address as the party concerned shall from time to time designate by notice pursuant to this clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Licensor shall be marked for the attention of the Group Legal Director. All notices to the Licensee shall be marked for the attention of the person whose contact details are given in the Schedule.

9.3 This Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement in writing signed by both parties.

9.4 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.

9.5 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.

9.6 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.