

# SMART CHOICE 3E PRACTICE TERMS AND CONDITIONS OF USE

## IMPORTANT

PLEASE NOTE IN PARTICULAR CLAUSE 6.5 OF THESE TERMS AND CONDITIONS

### 1 **OUR AGREEMENT**

- 1.1 These terms and conditions ("the Agreement") relate to (1) registration with Oxford University Press, Great Clarendon Street, Oxford ("OUP" or "us") using the unique access code ("the Access Code" that you have purchased or will purchase; and (2) use of the online English-teaching product ("the Product") to which this code relates. These terms override any other statements or terms and conditions whether verbal or in writing.

### 2 **REGISTRATION**

In order to access the Product, you are required to submit the Access Code and certain personal information including, but not limited to, your email address and a suitable password. Upon validation of the Access Code you be able to access the Product using the login and password you selected during registration.

- 2.1 BY CLICKING *I AGREE* YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN CLICK *I DO NOT AGREE*; RETURN THE ACCESS CODE AND ANY ACCOMPANYING PACKAGING, MANUALS, BOOKS OR OTHER MATERIALS IN THE ORIGINAL PACKAGING TO THE DEALER OR SUPPLIER FROM WHOM YOU OBTAINED THEM, WHO, IN THE EVENT OF YOU HAVING PURCHASED THE ACCESS CODE AND IT AND THE ACCOMPANYING ITEMS BEING IN A SALEABLE CONDITION, WILL REFUND THE PRICE PAID.

### 3 **PERIOD OF ACCESS**

- 3.1 You will have access to the Product for a period of 12 or 18 months from the date of registration. OUP's warranty to you in respect of the operation of the Product is set out in clause 7 below. The terms and conditions that apply specifically to your use of the Product are set out in clause 6.

### 4 **LEGAL NOTICE**

- 4.1 The terms of OUP's Legal Notice at <http://global.oup.com/legal?cc=gb> form part of our Agreement.

### 5 **JURISDICTION**

- 5.1 This Agreement shall be interpreted in accordance with English Law and the English Courts shall have exclusive jurisdiction.

### 6 **TERMS SPECIFIC TO USE OF THE PRODUCT**

- 6.1 In consideration of the payment by you in full for the Access Code, OUP grants to you the non-exclusive, non-transferable licence to use the Product as set out below and for the period of access set out in clause 3.
- 6.2 You may not print off or copy the Product unless this is expressly permitted within particular screens or documents within the Product.
- 6.3 Recognising the damage to OUP's business which would flow from unauthorised use of the Product, you will:
- 6.3.1 use best endeavours to keep the Product secure from unauthorised use;
- 6.3.2 log in only under your own user ID and password and not disclose your password to anyone; and

- 6.3.3 notify OUP immediately of any infringement of this Agreement or abuse of user name or password or if you become aware of any of the following: (a) any loss or theft of password(s); (b) any unauthorised use of any of user ID or password(s); or (c) any breach of the terms of this Agreement.
- 6.4 You will obtain at your 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 Product online.
- 6.5 THE PRODUCT AND CONTENT (INCLUDING DESIGNS) ON THE PRODUCT URL(S) IS PROTECTED BY © COPYRIGHT AND MUST NOT BE USED, DISPLAYED, MODIFIED, ADAPTED, DISTRIBUTED, TRANSMITTED, TRANSFERRED, PUBLISHED OR OTHERWISE REPRODUCED IN ANY FORM BY ANY MEANS OTHER THAN STRICTLY IN ACCORDANCE WITH THIS AGREEMENT.

Without prejudice to any other right or remedy, OUP reserves the right to withdraw the Product immediately if it becomes aware of any infringement of the copyright in the Product by you.

## 7 **WARRANTY**

- 7.1 The Product is provided "as is" and OUP expressly excludes to the maximum extent permitted by law, all other representations, warranties, conditions or other terms, express or implied, including the implied warranties:
  - 7.1.1 of non-infringement, satisfactory quality, merchantability and fitness for a particular purpose; and
  - 7.1.2 that the operation of the Product will be uninterrupted or free from errors.

## 8 **LIMITATIONS OF LIABILITY**

- 8.1 OUP's entire liability in contract, tort, negligence or otherwise for damages or other liability (including where access cannot be granted to the Product) shall be the return of the price paid for the Access Code.
- 8.2 OUP does not seek to limit or exclude liability for death or personal injury arising from OUP's negligence.

## 9 **TERMINATION**

- 9.1 This Agreement may be terminated by OUP immediately upon you breaching any of the terms of this Agreement.
- 9.2 Upon termination of this Agreement, you shall cease using the Product and destroy all copies thereof (including stored copies).