

BETWEEN ENGLISH360 LIMITED, a private limited company (with registration number 06879168) of The Quorum, Barnwell Rd., Cambridge CB5 8RE, United Kingdom ("English360") of the one part and your educational institution, company or consortium ("You") of the other part.

Use of the English360 website ("the English360 Platform") is subject to these Terms and Conditions. You must sign the Term Sheet in order to fully utilize the English360 Platform with learners. If you do not, You are not authorised to use or continue using the English360 Platform.

DEFINITIONS

In these Terms and Conditions, the following terms shall have the following meanings:

“Annual Uptime Percentage”

The amount of time the E360 Server is available, the Annual Uptime Percentage being calculated by subtracting from 100% the percentage of one hour periods during the Service Year in which English360 Platform was in an unavailable or inoperative state (downtime or offline). If you have been using the English360 Platform for less than 365 days, Your Service Year is still the preceding 365 days but any days prior to your use of the service will be deemed to have had 100% uptime. Any downtime occurring prior to a successful Service Credit claim cannot be used for future claims. Annual Uptime Percentage measurements exclude downtime resulting directly or indirectly from any English360 Service Level Agreement Exclusion.

Authorised Users

You, current employees of Your institution and individuals who have been issued by You with an invitation to access the English360 Platform

Commercial Use

Use for the purposes of monetary reward (whether by or for You or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the English360 Platform.

Content

The authored content added to the English360 Platform by English360, a third party licensor or an Authorised User.

English360 Platform

The English360 website and the Content included on it.

Standard Terms and Conditions



English360's Server

The server on which the English360 Platform may be accessed.

English360 Service Level Agreement Exclusion

As defined in clause 7(d) below.

Effective Date

The date that You click to accept these Terms and Conditions.

Eligible Credit Period A single month (30 days), referring to the monthly billing cycle in which the most recent service credit claim, not excluded as an English360 Service Level Agreement Exclusion, occurred.

Fee

The fee or fees agreed with English360 in respect of Your access and the access of Your Authorised Users to the English360 Platform and detailed in your **Term Sheet**

Term Sheet

A contractual document, signed by both Parties, which details the amount of training to be provided to You by English360, the agreed fees due and the payment schedule. The Term Sheet is sent out at the time of product evaluation. If for whatever reason you do not have a Term Sheet, please contact your local representative or sales@english360.com.

Service Credit

A euro (EUR) credit, calculated as set forth in clause 7(b), that English360 may credit back to an eligible English360 account where the Annual Uptime Percentage is not met.

Service Year

The preceding 365 days from the date of a Service Credit claim.

Subscription Period

The minimum twelve month period for which You agree to subscribe to the English360 Platform, which shall be automatically renewed according to the provisions of clause 10 below.

Terms of Use

The terms and conditions accessible on the English360 Platform for the information of Authorised Users to inform them of their rights and responsibilities in respect of use of the English360 Platform.

Unavailable or Inoperative state or Downtime

Means that the English360 Platform remains inaccessible during a one hour period and you are unable to access the English360 Platform on the English360 Server.

Website Address

The website url of Your institution through which You and Authorised Users may access the English360 Platform.

You / Your

The institution that wishes to enter into these Terms and Conditions with English360 on behalf of itself and its Authorised Users. English360 shall be entitled to assume that the person signing the Term Sheet is authorised to enter into a contract on behalf of the institution.

2. AGREEMENT

(a) English360 agrees to grant You the non-exclusive and non-transferable right, throughout the world, to give Authorised Users access to the English360 Platform for the purposes of research, teaching and study, subject to these Terms and Conditions, and to payment of the Fee.

(b) These Terms and Conditions shall commence on the Effective Date and shall continue for the Subscription Period unless terminated under the provisions of clause 10(b) or (c) below.

(c) Access to the English360 Platform shall either be direct or via Your Website Address. In the event that Authorised Users access the English360 Platform via Your Website Address, the parties agree that Authorised Users shall see a branded version of the English360 Platform with Your logo and institution details. In order that English360 is able to produce such a branded version of the English360 Platform You agree to provide a digital copy of your institution's logo within fifteen (15) days of the Effective Date.

(d) Access to the English360 Platform, and a branded version thereof, is dependent upon You paying the Fee during the Subscription Period for access for a minimum number of Authorised Users, as further detailed in the Term Sheet.

3. USAGE RIGHTS

(a) You may, subject to clause 4 below:

(i) Access, search and view the English360 Platform for the purpose of internal marketing or testing or for training Authorised Users or groups of Authorised Users.

(b) You may allow Authorised Users, subject to clause 4 below, to:

(i) have access to the English360 Platform from English360's Server via your Website Address or via the website <http://www.english360.com/>

(ii) access, search, view, download and print the Content for personal use or circulation to other Authorised Users within the English360 Platform provided that no

trade mark, copyright or other proprietary notices contained in or appearing on such material are removed in whole or in part.

(iii) communicate via the discussion forums and email messaging services within the English360 Platform with other Authorised Users in the English360 Platform.

(iv) modify some of the Content included in the English360 Platform by way of copying, re-sequencing, or otherwise mixing Content from various sources, or in certain cases editing text or other media inside the Content to create his/her own courses to distribute to individuals for use within the English360 Platform (provided that he/she does not alter the meaning of the text in anyway), subject at all times to the underlying rights of the copyright owner, and dependent upon the type of license (eg. creative commons) and any additional terms that may accompany the Content.

(v) invite individuals to access the English360 Platform (subject to them also agreeing to abide by the Terms of Use).

(vi) create and publish his/her own Content for distribution to Authorised Users within the English360 Platform, by way of content authoring tools, discussion forums, blogs or any other content media that may be present in the English360 Platform from time to time.

(c) Nothing in these Terms and Conditions shall in any way exclude, modify or affect any of Your statutory rights under applicable copyright law.

4. PROHIBITED USES

(a) Neither You nor any Authorised User may:

(i) remove or alter the authors' names or English360's copyright notices or other means of identification or disclaimers as they appear in the English360 Platform;

(ii) mount or distribute all or any part of the English360 Platform on any other electronic network, including, without limitation, the Internet and the World Wide Web;

(iii) engage in systematic copying or downloading of the English360 Platform, or transmit any part of the English360 Platform by any means to anyone who is not an Authorised User;

(iv) allow copies to be stored or accessed by anyone who is not an Authorised User, save as permitted in these Terms and Conditions or where said Content is included in the English360 Platform under a creative commons license;

(v) alter, abridge, adapt or modify the English360 Platform except to the extent necessary to provide access to Authorised Users under these Terms and Conditions;

(vi) reverse engineer, decompile, disassemble, recompile, reassemble or otherwise alter the software;

(vii) make the English360 Platform available in any other form or medium or create derivative works without the written permission of English360;

(viii) communicate obscene, unlawful, or objectionable Content via the English360 Platform discussion forums or messaging system.

(x) disable any licensing or control features of the English360 Platform.

(b) English360's explicit written permission must be obtained in order to:

(i) distribute the whole or any part of the English360 Platform to anyone other than Authorised Users;

(iii) publish, distribute or make available the English360 Platform, works based on the Content or works which combine the Content with any other material, other than as permitted in these Terms and Conditions.

(c) Nothing in these Terms and Conditions shall limit your rights to undertake 'fair dealing' of the Content as that term is defined under the Copyright, Design and Patent Act 1988.

5. English360's UNDERTAKINGS

(a) English360 warrants to You that the Content and the English360 Platform used as contemplated by these Terms and Conditions do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Publisher shall indemnify and hold You harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against You claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of these Terms and Conditions for any reason. This indemnity shall not apply if You or any Authorised User has amended the Content or the English360 Platform in any way not permitted by these Terms and Conditions.

(b) English360 shall:

(i) make the English360 Platform available to You from English360's Server;

(ii) provide You, as soon as possible and no later than thirty (30) days after the Effective Date, with information sufficient to enable You to access the English360 Platform;

(iii) use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support Your usage at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide

Web, as such standards evolve from time to time over the term of these Terms and Conditions;

(iv) upload your logo (if so desired by You and if provided by You to English360) to Your version of the English360 Platform, as accessed via a URL linked directly to Your Website address;

(v) provide you with a reasonable amount of online or face-to-face training at no additional charge and as further provided in the Term Sheet. Notwithstanding the above, You agree to pay reasonable travel and accommodation expenses in the event of face-to-face training being required.

(c) English360 reserves the right at any time to withdraw from the English360 Platform any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. English360 shall give written notice to You of such withdrawal.

6. YOUR UNDERTAKINGS

(a) You shall:

(i) use reasonable endeavours to ensure that all Authorised Users are appropriately notified of the importance of respecting the intellectual property rights in the English360 Platform and of the sanctions which You will impose for failing to do so, and that they are aware of their rights and responsibilities set out in the Terms of Use;

(ii) use reasonable endeavours to notify Authorised Users of these Terms and Conditions and take steps to protect the English360 Platform from unauthorised use or other breach of these Terms and Conditions;

(iii) use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorised use or other breach, inform English360 and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

(iv) provide English360, as soon as possible and no later than fifteen (15) days after the Effective Date, with information sufficient to enable English360 to provide access to the English360 Platform in accordance with its obligation under clause 5(b) above. Should You make any significant change to such information, You agree to notify English360 not less than ten (10) days before the change takes effect;

(v) use best endeavours to ensure that appropriate security is in place in order that only Authorised Users are permitted access to the English360 Platform.

7. SERVICE LEVEL AGREEMENT

(a) English360 will use commercially reasonable efforts to make the English360 Platform available with an Annual Uptime Percentage of at least 99.9% during the Service Year. In the event that English360 does not meet the Annual Uptime Percentage commitment, You will be eligible to receive a Service Credit as described below.

(b) Service Credits

If the Annual Uptime Percentage for a customer drops below 99.9% for the Service Year, that customer is eligible to receive a Service Credit equal to 10% of their bill for the Eligible Credit Period. A customer can file a claim any time their Annual Uptime Percentage over the previous 365 days drops below 99.9%.

We will apply any Service Credits only against future English360 payments otherwise due from You; save that, in the case of payment by Credit Card, at our sole discretion we may issue the Service Credit to the Credit Card that You used to pay for access to the English360 Platform for the billing cycle in which the error occurred. Service Credits shall not entitle you to any refund or other payment from English360. The aggregate maximum number of Service Credits to be issued by English360 to You for any and all Downtime periods that occur in a single calendar month shall not exceed fifteen (15) days of service, which shall be added to the end of Your Subscription Period.

Service Credits may not be exchanged for, or converted to, monetary amounts. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in these Terms and Conditions, Your sole and exclusive remedies for any unavailability or non-performance of the English360 Platform or other failure by us to provide the English360 Platform is either (i) the receipt of a Service Credit (if eligible) in accordance with the terms of this Service Level Agreement or (ii) termination of Your use of the English360 Platform.

(c) Credit Request Procedures

To receive a Service Credit, you must submit a request by sending an e-mail message to support@english360.com. To be eligible, the credit request must:

- (i) include your account login name in the subject of the e-mail message (the account login name is the email address you use to login to the service);
- (ii) include, in the body of the e-mail, the dates and times of each incident of downtime that you claim to have experienced;
- (iii) include screenshots that document the failure and corroborate your claimed outage; and

(iv) be received by English360 within thirty (30) business days of the last reported incident in the Service Credit claim.

If the Annual Uptime Percentage of your request is confirmed by English360 and is less than 99.9% for the Service Year, then we will issue the Service Credit to you within one billing cycle following the month in which the request occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

(d) English360 Service Level Agreement Exclusions

The service commitment does not apply to any unavailability, suspension or termination of English360 Platform, or any other English360 Platform performance issues:

- (i) that result from announced service upgrades or maintenance periods;
- (ii) caused by factors outside English360's reasonable control (such as network failures), including any force majeure event or Internet access or related problems beyond the demarcation point of the English360 Platform and English360 Servers;
- (iii) that result from any actions or inactions of You or any third party;
- (iv) that result from Your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control);
- (v) that result from failures of individual instances not attributable to region unavailability; or
- (vi) arising from English360's suspension and termination of Your right to use the English360 Platform in accordance with these Terms and Conditions.

(collectively, the "English360 Service Level Agreement Exclusions").

If availability is impacted by factors other than those explicitly listed in these Terms and Conditions, we may issue a Service Credit considering such factors in our sole discretion.

8. FEES

(a) You shall pay all Fees due according to the figures and payment schedule detailed in the Term Sheet.

(b) Unless otherwise stated all Fees are exclusive of value added or similar tax.

9. INTELLECTUAL PROPERTY RIGHTS

(a) Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

(b) You acknowledge that all rights relating to the English360 Platform (excluding the Content) are the sole and exclusive property of English360, and all rights relating to the Content are either the sole and exclusive property of English360 or licensed to it by the copyright holder. These Terms and Conditions does not convey any right, title or interest therein except the right to use the English360 Platform and access the English360 Platform and the Content in accordance with these Terms and Conditions.

(c) In addition to the provisions of clauses 4(a)(i) and 6(a) above, You undertake to ensure that the intellectual property rights of the copyright holder and the software owners and the moral rights of the authors of the Content are not infringed.

(d) The English360 Platform in this form is copyright © English360 Limited or published under exclusive license from the copyright holder by English360.

10. TERM AND TERMINATION

(a) These Terms and Conditions shall last for the Subscription Period, and shall automatically renew at the end of the Subscription Period unless either party has notified the other of its intention to terminate under (b) below.

(b) These Terms and Conditions shall be terminated if You notify English360 in writing of Your desire to terminate the subscription period under (a) above for any reason, termination to take effect at the end of the next full calendar month after notice to terminate has been given.

(c) These Terms and Conditions shall be terminated with immediate effect if:

(i) the other party commits a material or persistent breach of any term of these Terms and Conditions and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the other party;

(ii) the other party becomes insolvent or becomes subject to receivership, liquidation or similar external administration;

(iii) access, capacity, or technical services of English360 are incapable of providing reliable use of the English360 Platform or otherwise frustrate Your intent in entering into these Terms and Conditions and such technical issues cannot be resolved by English360 within sixty (60) days of notification in writing from You;

(iv) English360 no longer has the right or capacity to provide the English360 Platform.

(d) These Terms and Conditions may be terminated by English360 with immediate effect if:

(i) You default in making payment of the Fee or any relevant part thereof and fail to remedy such default within sixty (60) days of notification in writing by English360;

(ii) You commit a wilful material and persistent breach of English360's copyright or other intellectual property rights or of the provisions of clause 3 in respect of usage rights or of clause 4 in respect of prohibited uses.

(e) On termination of these Terms and Conditions You shall immediately cease to make available the English360 Platform to Authorised Users.

(f) On termination of these Terms and Conditions, no Fee paid up to the date of termination shall be re-payable by English360 and all monies owed to English360 for invoices raised up to the date of termination remain due.

(g) Except as otherwise provided herein, on termination all rights and obligations of the parties automatically terminate.

11. DISCLAIMERS

(a) Owing to the nature of the Internet we cannot guarantee that the English360 Platform or the websites to which it is linked will always be available to users. You should ensure that You have appropriate protection against viruses and other security arrangements in place whilst using the Internet.

(b) Although every reasonable effort has been made to ensure that the information on this website was accurate at the time of publication, it is subject to variation at any time without notice and we do not give any warranty that any such information will be accurate or complete at any particular time or at all.

(c) This website and any information or other material contained in it are made available strictly on the basis that you accept it on an 'as is' and 'as available' basis. Where you rely on any information or other material contained in it, you do so entirely at your own risk and you accept that all warranties, conditions and undertakings, express or implied, whether by common law, statute, trade usage, course of dealings or otherwise in respect of this website are excluded to the fullest extent permitted by law.

(d) English360 excludes all liability whatsoever, to the fullest extent permitted by law, in respect of any loss or damage resulting or arising from any non-availability or use of this website or of any other website linked to it, or from reliance on the contents of this website or any material or content accessed through it.

12. DATA PROTECTION ACT

(a) For the purposes of these Terms and Conditions, Personal Data has the meaning given in the Data Protection Act 1998. English360 agrees that to the extent it processes any Personal Data on behalf of You or an Authorised User:

(i) it shall act only on instructions from You or the Authorised User (as applicable);
and

(ii) it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

(b) English360 shall treat any Personal Data or other data submitted to the English360 Platform as Confidential Information belonging to You and/or the Authorised User.

(c) If You supply personal details to English360 through the English360 Platform then you consent to our maintaining, recording, holding and using such personal data in accordance with our Privacy Policy as provided on the English360 Platform.

13. USE OF STATISTICAL DATA

English360 shall, under the terms of these Terms and Conditions, be permitted to use statistical data arising out of use of the English360 Platform by an Individual, an Institution or its Authorised Users. English360 undertakes to use this data only for internal editorial purposes, academic research purposes and to monitor usage of the English360 Platform and particular Content. English360 may pass this data to any branch or company of University Press worldwide. No personal data will be included in this statistical data and the privacy policy of English360 (detailed below) will remain in force.

14. GENERAL, INCLUDING SYSTEM REQUIREMENTS

(a) These Terms and Conditions constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of these Terms and Conditions, whether oral or written.

(b) English360 may change, add or remove portions of these Terms and Conditions, at any time. Such changes shall be sent via email or postal mail to your preferred address. Your continued use of the English360 Platform shall be deemed to constitute your consent to such changed terms.

(c) These Terms and Conditions may not be assigned by either party to any other person or organisation except as provided under clause 14(d) below, nor may either party sub-contract any of its obligations, except as provided in these Terms and Conditions in respect of the management and operation of English360's Server, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(d) If rights in all or any part of the English360 Platform are assigned by English360 to another publisher, English360 shall use all reasonable endeavours to ensure that the provisions of these Terms and Conditions are maintained.

(e) Neither party's delay or failure to perform any provision of these Terms and Conditions, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of these Terms and Conditions.

(f) Links from this website are provided for information and convenience only and we have no control over and cannot therefore accept responsibility or liability for the content of any linked third party website. We do not endorse any linked website.

(g) These Terms and Conditions shall be governed by and construed in accordance with the law of England; the parties irrevocably agree that any dispute arising out of or in connection with these Terms and Conditions will be subject to and within the jurisdiction of the courts of England.

(h) In the event of any comments or questions concerning the terms of these Terms and Conditions, please contact us by e-mailing The Director of Intellectual Property at legalservices@.org or writing to The Director of Intellectual Property at The Edinburgh Building, Shaftesbury Road, , CB2 8RU, UK.

(j) Note the following system requirements. Please check that your systems support these minimum requirements:

Browser - Chrome 10+, Firefox 3.5+, Safari 4+, Internet Explorer 7+, Opera 10+

Operating system - Windows XP/2000/Vista/2003/7, OSX 10.3+

Screen resolution - 1024x768 or higher

Computer processor - Pentium 4 or newer processor that supports SSE2

Computer memory - 512 MB+

Internet connection - 1000 Kbps or faster

Firewall configuration

If internet access has been restricted by your administrators, please ensure these domains are added to the firewall to enable full access to content on the platform:

english360.com (this serves the html)

amazonaws.com (for user images and content)

cloudfront.net (for site image and styles)

Standard Terms and Conditions



Note this list may change without warning at any time.

Contact:

For technical support / enquiries : support@english360.com

Please print a copy of these Terms and Conditions for your records