

## OXFORD UNIVERSITY PRESS ELT DIVISION

### ELECTRONIC PRODUCTS

#### TERMS OF PURCHASE AND USE

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*Please read these Terms carefully and make sure that you understand them before ordering any Products.*

*If you accept these Terms on behalf of an Institution you are personally representing to OUP that you have the authority to enter into the Terms on behalf of your Institution.*

*We will supply a copy of these Terms to you when we confirm your order. You should print a copy of these Terms or save them to your computer for future reference.*

*Please check these Terms each time you wish to order Products to ensure you understand the terms and conditions which will apply at that time.*

#### 1. INFORMATION ABOUT US

We operate the OUP English Language Teaching website <http://elt.oup.com> (the “**ELT Website**”). We are Oxford University Press (“**OUP**”), a department of the University of Oxford, and our main trading address is Great Clarendon Street, Oxford, OX2 6DP, United Kingdom. Our VAT number is GB 125506730.

#### 2. DEFINITIONS OF WORDS AND PHRASES USED

**Access Period** means the period of time for which you are entitled to access Products as set out in your order form, or other purchase request or as notified to you;

**Authorised User** means a student or employee of an Institution;

**Institution** means a school or college or similar institution engaged in the field of education that has been authorised to grant access to the Products to its Authorised Users;

**OTE** means the English-proficiency testing product called Oxford Test of English, created by and belonging to OUP;

**OTE Products** means either (i) a licence permitting an Authorised User to take a full OTE module (comprising listening, speaking, reading and writing elements of OTE) or (ii) a licence permitting an

Authorised User to take any one of the listening, speaking, reading or writing elements of OTE separately;

**OTE Test Centre Manager** means the individual authorised by OUP to purchase OTE Products through the ELT Website;

**Personal Data** means information about a person that can identify an individual, for instance name, email address, age;

**Product(s)** means the digital products available on this ELT Website or in our English Language Teaching catalogues, including for the avoidance of doubt OTE Products;

**Sales Tax** means value added tax, goods and services tax and similar sales of excise tax, as applicable;

**Terms** means these terms and conditions; and

**You** means the individual or entity to whom the Products has been made available (and includes for the avoidance of doubt Authorised Users) and, where the context allows, an Institution.

### **3. TERMS APPLICABLE TO OTE PRODUCTS**

- 3.1. If you are an OTE Test Centre Manager, your purchase of OTE Products shall be governed by the terms (i) with which you were supplied upon application to become an OTE test centre, and (ii) on the OTE website, as well as by these Terms except where indicated.
- 3.2. Please note that there is no entitlement to refunds for OTE Products bought through the ELT Website by OTE Test Centre Managers, except if the OTE Products delivered to you suffer a technical fault that cannot be resolved by OUP.

### **4. TERMS OF PURCHASE (NOT APPLICABLE TO OTE PRODUCTS)**

- 4.1. The prices of the Products will be as set out on the ELT Website from time to time. If you are buying a Product then your access or use of the Product is conditional on receipt of the payment by OUP.
- 4.2. Images of the Products are for illustrative purposes only. The Products you receive may vary slightly from those images.
- 4.3. All Products are subject to availability. We will inform you in writing as soon as possible if the Product you have ordered is not available.
- 4.4. You must be at least 16 years old before you can purchase any Products from us.
- 4.5. We use reasonable endeavours to ensure that the prices of Products are correct. If, prior to processing your order, we discover an error in the price of a Product, we will process your order and invoice you at the correct price. If, after processing your order and invoicing you, you or we discover an error in the Price of the Products you ordered, we will endeavour to rectify this situation as soon as reasonably practical. You will be entitled to a full refund if you decide you wish to return the Product(s) affected.

- 4.6. The price of a Product includes, where applicable, Sales Tax at the current rate chargeable locally or in the UK as applicable.
- 4.7. If we are unable to supply you with Products (for example because one or more Products is not accessible or is no longer available) but you have already paid for the Products, you may be entitled to a refund of the amount you have paid.
- 4.8. Please note that by placing your order with OUP, you are hereby requesting OUP to supply the Product from the time of your order and in doing so, you acknowledge that you will lose your cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Consumer Contracts Regulations") implementing the Consumer Rights Directive 2011/83/EU.
- 4.9. There may be countries to which OUP is unable, for legal reasons and at its sole discretion, to supply the Products.
- 4.10. You acknowledge that, in connection with your purchase of Products, you have not relied on any statement, promise or representation made or given by or on behalf of OUP which is not set out in these Terms.

## **5. INTELLECTUAL PROPERTY**

- 5.1. All intellectual property rights in the Products are owned by or licensed to OUP. The Products 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 these Terms or other relevant terms.
- 5.2. You shall promptly give us notice in writing in the event that you become aware of any infringement or suspected infringement of these Terms. In such case, OUP shall determine what action if any shall be taken and shall have sole control over the matter.
- 5.3. Without prejudice to any other right or remedy, OUP reserves the right to withdraw access to the Products immediately if it becomes aware of any infringement of the intellectual property rights in the Products by you or (if you are an Institution) one of your Authorised Users.

## **6. DATA PROTECTION AND PRIVACY**

- 6.1. You agree that we may process any Personal Data that you supply to us on registration or purchase of a Product in accordance with the Privacy Policy available at <https://elt.oup.com/termsandconditions?cc=gb&sellLanguage=en&mode=hub>.
- 6.2. If you are an Institution, or buying Products on behalf of an Institution, and provide us with Personal Data in relation to your Authorised Users, you warrant that you have obtained all necessary consents in accordance with your local legislation from the individuals concerned to provide such Personal Data to OUP. You will inform us of any changes to such Personal Data during the contractual term.
- 6.3. Cookies are small files that many web sites transfer to your computing device's memory. Cookies can be used by OUP to learn about your activities and preferences, which enables us

to provide you with a more personalized service. If cookies are placed in the memory of your device in the course of your use of the Products, then further details will be provided to you beforehand, in accordance with the Privacy Policy mentioned in clause 6.1 above, OUP's Cookie Policy available at <https://global.oup.com/cookiepolicy/?cc=gb> and any Products-specific policy as notified to you at the point of download.

## **7. LEGAL NOTICE**

- 7.1. OUP's Legal Notice available at <https://elt.oup.com/termsandconditions-legal-notice?cc=gb&sellLanguage=en&mode=hub> forms part of these Terms, except for the extent to which such Legal Notice conflicts with the Privacy Policy or Cookie Policy mentioned below.

## **8. TERMS OF USE**

- 8.1. There may be other OUP terms that you must accept, or are deemed to accept, before you access or use the Products. Such terms may be found online, or within the Products themselves. In the event of a conflict between these Terms and such additional terms, the latter shall prevail.
- 8.2. OUP grants you, for the Access Period, a non-exclusive, non-transferable licence to access or use the Products to which you or, in the case of an Authorised User, your Institution, have subscribed.
- 8.3. Access codes inserted into books are valid for use by the first purchaser of the book and only for so long as that edition of the book is in print.
- 8.4. You will notify OUP immediately of any errors you find within the Products by emailing to [eltsupport@oup.com](mailto:eltsupport@oup.com).
- 8.5. You shall not:
- 8.5.1. print off or make copies in any format from the Products unless this has been expressly permitted;
  - 8.5.2. attempt to duplicate, modify, disclose or distribute any part of the Products other than through "share" functionality provided within the Products or software application through which you view the Products; or
  - 8.5.3. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Products.
- 8.6. Recognising the damage to OUP's business that could flow from unauthorised use of the Products, you:
- 8.6.1. will use your best endeavours to keep the Products secure from unauthorised use;
  - 8.6.2. may (if relevant) only log in under your own user ID and password. Passwords and user ID information must not be disclosed to anyone else; and

- 8.6.3. will notify OUP immediately of any infringement of this agreement or abuse of user name or password (if any) or you become aware of any of the following: (a) any loss or theft of password(s); (b) any unauthorised use of any user ID or password(s).
- 8.7. If you are an Institution you will procure that your Authorised Users comply with Clauses 8.4-8.6.
- 8.8. OUP will provide you with reasonable technical support subject to the limitations in Clauses 8.9 and 8.10. Please direct any requests for technical support to: [eltsupport@oup.com](mailto:eltsupport@oup.com) or to [otesupport@oup.com](mailto:otesupport@oup.com) if you require technical support in relation to OTE Products.
- 8.9. OUP takes no responsibility for any incompatibility between your browser and the Products.
- 8.10. You will obtain at your cost all telecommunications and other equipment together with all relevant third party software licenses necessary to access or use the Products.

## **9. TERMINATION**

- 9.1. OUP may withdraw your rights to access and/or use of the Products immediately if you are in material breach of these Terms.
- 9.2. Upon termination for whatever reason, you shall (and if you are an Institution you shall procure that your Authorised Users shall) cease using the Products.

## **10. WITHDRAWAL OF MATERIAL**

- 10.1. OUP reserves the right at any time to withdraw any Products or parts of Products if it no longer retains the right to publish such material or if in OUP's sole discretion there are reasonable grounds for believing that such materials contain elements that infringe copyright or other intellectual property rights of third parties or are defamatory, obscene, unlawful or otherwise objectionable.

## **11. OUR RIGHT TO VARY THESE TERMS**

- 11.1. We may revise these Terms from time to time at our discretion.
- 11.2. Every time you order Products from us, the Terms in force at that time will apply to that purchase.
- 11.3. Whenever we revise these Terms in accordance with this clause 11, the amended Terms will be published on the ELT Website as soon as reasonably practical.

## **12. WARRANTY**

- 12.1 The Products are 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 of non-infringement, satisfactory quality, merchantability and fitness for a particular purpose; and that the operation of the Products will be uninterrupted or free from errors.

### **13. LIMITATION OF LIABILITY**

- 13.1. OUP's entire liability in contract, tort, negligence or otherwise for damages or other liability (including without limitation where access cannot be granted to the Products, or for loss of data or for intellectual property infringement) shall not exceed the amount paid by you for use of the Products.
- 13.2. To the maximum extent permitted by law, OUP shall have no liability whatsoever for no liability to you for: any loss of profit (whether direct or indirect); any loss of business (whether direct or indirect); any business interruption (whether direct or indirect); any loss arising from viruses, Trojans or other harmful elements being introduced into your computer or network (whether direct or indirect); any loss of business opportunity (whether direct or indirect); and/or any indirect, consequential or special loss.
- 13.3. Nothing in these Terms shall limit or exclude liability for death or personal injury arising from OUP's negligence.

### **14. COMMUNICATION BETWEEN US**

- 14.1. For the purposes of these Terms, "in writing" includes email.
- 14.2. Unless expressly stated elsewhere in the Terms or on specific pages of the site, all notices given by you to us must be given to [eltsupport@oup.com](mailto:eltsupport@oup.com) or to [otesupport@oup.com](mailto:otesupport@oup.com) as applicable.
- 14.3. Communication from you to OUP:
  - 14.3.1. Any notice given by you to OUP under or in connection with these Terms shall be in writing and shall be delivered to OUP personally, sent by commercial courier, sent by fax or sent by email.
  - 14.3.2. Your notice to OUP shall be deemed to have been duly received by OUP if delivered personally, when left at OUP's premises at Great Clarendon Street, Oxford, OX2 6DP, United Kingdom; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; if sent by fax, on the next business day after transmission, or if sent by email, the next business day after it was sent.
- 14.4. Communication from OUP to you:
  - 14.4.1. Any notice given by OUP to you under or in connection with these Terms shall be in writing and shall be delivered to OUP personally, sent by commercial courier, sent by fax or sent by email or posted on our ELT Website.
  - 14.4.2. OUP's notice to you shall be deemed to have been duly received by you, if delivered personally, when left at the address which you have supplied to us or at your registered office (where you are a company); if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; if sent by fax, on the next business day after transmission; if sent by email, the next business day after it was sent, or if by posting on our ELT Website, immediately when posted on that site.

14.5. The provisions of this clause 14 shall not apply to the service of any proceedings or other documents in any legal action.

## **15. GENERAL**

15.1. OUP shall have no liability to you under these Terms if it is prevented from, or delayed in performing, its obligations or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation industrial disputes, failure of a utility service or transport network, malicious damage, act of God, war, riot, accident, fire, storm or default of suppliers.

15.2. Save in relation to your obligations in relation to the supply by you of Personal Data, where the legislation of your jurisdiction shall take precedence, these Terms shall be interpreted in accordance with English Law and the English courts shall have exclusive jurisdiction. However, nothing in these Terms shall limit the right of OUP to take proceedings against you in any other courts of competent jurisdiction, nor shall the taking of proceedings in any one (or more) jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

15.3. You may not assign or attempt to assign your rights or obligations under these Terms to another party without our written consent.

15.4. The failure of either party to enforce any of the Terms shall not be construed as a waiver of future performance or any such Terms.

15.5. If any provision of these Terms is held by any court or other competent authority to be void or unenforceable in whole or part, these Terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provisions.