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2.5. In the case of any conflict or ambiguity between:

2.5.1 the Usage Rights specified in this Clause 2 and the Usage Rights in the Legal Notice for any Licensed Work, this Clause 2 shall take precedent in respect of that Licensed Work.

2.5.2 the Usage Rights and the Content-Specific Licence Terms for any portion of any Licensed Work, the Content-Specific Licence Terms shall take precedence in relation to that portion of the Licensed Work.

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

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4.1.2. an activation code which enables the Licensee to set up and activate the Licensee's online access to the Licensed Works. For the

avoidance of doubt, the activation code may only be redeemed once and is personal to the Licensee and not transferable.

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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 online information provision industry;

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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.

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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. CANCELLING UNDER THE CONSUMER CONTRACTS REGULATIONS 2013

This section applies only if you are a consumer located in the European Union (i.e. you are not an organisation or an individual acting wholly or mainly within your trade, business craft or profession). If you are a consumer, you have a legal right to cancel contracts entered into with us at a distance (e.g. internet, phone or email) under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Consumer Contracts Regulations") implementing the Consumer Rights Directive 2011/83/EU. Under the Consumer Contracts Regulations, subject to certain exceptions, if you ordered digital content not supplied in a tangible medium (e.g. not supplied on CD or DVD) or services, you can cancel your order within 14 days from the day of conclusion of the contract ("Cancellation Period") and receive a refund, unless you have expressly consented to the digital content or expressly requested for the services to be supplied to you before the end of the Cancellation Period, and you acknowledged that you would lose your cancellation rights. Please note that by placing your order with us for access to the Licensed Works, you are hereby requesting that we perform the services and/or expressly consenting to us supplying the digital content (as the case may be) from the time of your order and in doing so, you acknowledge that you will lose your cancellation rights.

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7.1. 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.

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7.5. 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.

7.6. For the avoidance of doubt, nothing in this Agreement limits or excludes our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any liability that cannot be excluded by law

8. INDEMNIFICATION AND FORCE MAJEURE

8.1. Notwithstanding the limitation of liability in clause 7.5, 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.

8.2. 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.

8.3. The obligations in clauses 8.1 and 8.2 will survive the termination of this Agreement.

8.4. 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.

9. TERMINATION

9.1. 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.

9.2. 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 9.2 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.

10. GENERAL

10.1. 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.

10.2. 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.

10.3. 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.

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

10.5. 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.

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

10.7. In the case of any conflict or ambiguity between this Agreement and the Legal Notice for any Licensed Work, the Legal Notice shall take precedent in respect of that Licensed Work.

10.8. If you are a consumer, please note that this Agreement is governed by English law. This means a contract for the purchase of Products through our Oxford University Press Global Academic Website and any dispute or claim arising out of or in connection with it will be governed by English law. You and OUP agree that the courts of England and Wales will have non-exclusive jurisdiction.

10.9 **Alternative dispute resolution for consumers**
Without prejudice to clause 10.8, if you are a consumer (i.e. you are not (i) an organisation; or (ii) an individual acting wholly or mainly within your trade, business craft or profession) located in the European Union and a dispute arises between you and OUP, we strongly encourage you to get in touch with us directly first to seek a resolution by contacting our customer service department. If the dispute cannot be resolved between you and OUP, we will consider your reasonable request to resolve the dispute through an alternative dispute resolution process ("ADR"). ADR is a process where an independent body considers the facts of a dispute and seeks to resolve it, without having to go to court. If we agree to using an ADR process, you can submit your complaint to the Centre for Effective Dispute Resolution via its website www.cedr.com or http://ec.europa.eu/consumers/odr. You should not submit your complaint until you have received notice from us in writing (and this could be an email) that we have agreed to resolve your complaint via ADR.

10.10 If you are a business or not a consumer, these Terms are governed by English law. This means that a contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. You and OUP agree to the exclusive jurisdiction of the courts of England and Wales.

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