

Oxford Reading Safari Platform Terms and Conditions

Updated on: 07/2020

Effective from: 07/2020

These "Terms" govern your use of the ORS Platform (defined below).

1. **INTERPRETATION**

1.1 Unless the context otherwise requires, these expressions shall have the following meanings.

Authorised User(s) means (i) you, the Buyer who has a valid username and password to access the ORS Platform and has valid authorisation to access any Product(s); or (ii) you an individual who has (a) a valid username and password to access the ORS Platform and (b) been authorised by a Buyer who has a valid agreement to access any Product(s).

Buyer means the Organisation or individual which has purchased access to use a Product/Products.

Fees mean the relevant fees payable by the Buyer to access the Product(s) on the ORS Platform.

Intellectual Property Rights mean all patents, rights to inventions, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database right, topography rights, moral rights, rights in confidential information (including knowhow and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Agreement Period means the period agreed in writing during which the Product/Products/ORS Platform is accessible by You.

Organisation means an institution or an entity that is granted access to the ORS Platform by OUP, and which has purchased access to a Product/Products. Where an Organisation consists of a number of individual entities, branches and/or a federation, each entity, branch or entity within that federation shall be deemed as an individual Organisation unless otherwise agreed in writing by OUP.

ORS Platform means the public facing 'website' currently hosted at <http://oxfordreadingsafari.co.za> /with login access for Organisations, teachers, and students.

OUP, OUPSA, we, us, or our means or mean Oxford University Press Southern Africa Proprietary Limited (as the context requires).

Parent means a parent or guardian of an Authorised User who is a student.

Personal Data means information about an individual person that can identify that individual person (e.g. name, email address or age).

Product(s) mean the OUPSA electronic product(s) intended for the use by the Authorised User(s) which are accessed and used via the ORS Platform.

Software means the software provided by us or our partners which enables You to use and access the ORS Platform and the Products *via* the ORS Platform.

User Materials mean any content and/or materials uploaded onto the ORS Platform by You and/or transferred by You to another Authorised User, access to which is not granted by OUP to you.

You or Your means the Organisation, the Buyer or the Authorised Users (as the context requires).

- 1.2 All references to provisions of statutes include such provisions as amended, modified or re-enacted.
- 1.3 Where applicable, the Buyer shall procure that each and every one of its Authorised Users comply with the provisions of these Terms; and the Buyer shall be liable for any breach of these Terms by its Authorised Users as though the breach was committed by the Buyer. Without prejudice to the generality of the foregoing:
 - 1.3.1 an Organisation is responsible for ensuring that its users (including Parents) comply with these Terms; and
 - 1.3.2 the Buyer who has purchased access to a Product/the ORS Platform is responsible for ensuring that the actual user of the ORS Platform and/or the Product complies with these Terms.

2. **AGREEMENT**

- 2.1 The Customer shall be entitled to do the following on a non-exclusive, non-transferable basis agreement to during the Agreement Period: to access and use the Product(s) *via* the ORS Platform. In this regard, You are entitled to use the Software to access the Products and to use the ORS Platform for educational or business purposes.
- 2.2 You must not:
 - 2.2.1 assign the benefit or burden of the agreement set out in Clause 2.1 in whole or in part to anyone;
 - 2.2.2 attempt to duplicate, modify, disclose or distribute any portion of the Software;

- 2.2.3 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Software;
- 2.2.4 transfer, temporarily or permanently, any rights or obligations under these Terms (save as provided under these Terms); or
- 2.2.5 attempt to obtain, or assist others in obtaining access to the ORS Platform, the Software, and the Products other than as provided under Clause 2.

3. **ACCESSING THE ORS PLATFORM AND THE PRODUCTS**

- 3.1 You acknowledge that You will only be able to access the Products on the ORS Platform during relevant Agreement Periods for the Products in question. Without prejudice to the foregoing, You must not:
 - 3.1.1 systematically make printed or electronic copies of content and/or materials in any Products for any purpose in either print or electronic format;
 - 3.1.2 remove or alter the copyright notices or other means of identification or disclaimers as they appear in any of the Products;
 - 3.1.3 display or distribute any part of the Products on any electronic network, including without limitation the Internet and the World Wide Web, where access is possible by anyone not an Authorised User; and/or
 - 3.1.4 permit anyone other than the Authorised Users to access or use any of the Products including any content and material making up those Products.
- 3.2 If You are purchasing any Products on behalf of Your Organisation, You warrant that You have the authority to do so and agree to the Terms on behalf of Your Organisation.
- 3.3 To access and use the Products, You will need to create a username and password and log into Your ORS Platform account using Your username and password.

4. **YOUR OBLIGATIONS**

- 4.1 The Buyer is responsible for the selection of the Products it purchases and whether such Products meet its and its Authorised Users requirements.
- 4.2 You agree not to make available Your username and/or password to anyone save if you contact OUP's support team and if requested by OUP's support team. If there has been a disclosure of Your username and/or password, You agree to notify us promptly of such disclosure.
- 4.3 You undertake not to upload any User Materials onto the ORS Platform (if any) or send and/or transmit to other Authorised Users, any content which is illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any rules, Intellectual Property Rights, regulations or laws to which such content is subject. You (the Organisation, the Buyer and/or the Authorised User) warrant that you have/own all the necessary Intellectual Property Rights in any User Materials uploaded onto the ORS Platform or have the necessary permissions to do so.
- 4.4 You are solely responsible for the accuracy, legality, and compliance with the relevant laws and regulations in respect of the content which You send to other Authorised Users and/or the User Materials that You upload onto the ORS Platform. You acknowledge that we do not operate or exercise control over, and accepts no responsibility for the User Materials which You upload onto the ORS Platform or transfer through the ORS Platform.

- 4.5 You agree that You will promptly notify us of any errors or inaccuracies which relate to the Products. In this regards, please contact us using the "Contact us" page.
- 4.6 You must not introduce any malicious codes or harmful element e.g. virus and Trojans onto the ORS Platform.
- 4.7 Unless otherwise agreed in writing by OUP, You are solely responsible for configuring Your computer devices (hardware) in order to access the ORS Platform and the Products, Your local area network (LAN) and to provide for Your own virus protection software. To access the ORS Platform and/or the Products, Your computer device must meet the specification detailed in our "System Requirements" link on the ORS Platform home page – <http://Oxfordreadingsafari.co.za>.
- 4.8 You warrant that any Personal Data which You provide to OUP for OUP to process would not put You or OUP in breach of any applicable data protection laws including the Data Protection Act 1998, and in particular that any relevant consents have been obtained. You agree to indemnify and keep OUP indemnified against breach by You of the foregoing warranty.
- 4.9 If we suspect that a breach of Clauses 4.3,4.4,4.6,4.7 or 8.2 has occurred or is likely to occur, we may, without giving notice and liability to You, remove Your User Materials and/or suspend Your access to the ORS Platform and/or the Products.
- 4.10 The Organisation agrees to indemnify and keep us indemnified for any losses, damages, fines arising from or which are connected to any breach by it and/or its Authorised Users of Clauses 4.3, 4.4, 4.7, 4.7 and 8.2.

5. **OUR OBLIGATIONS**

- 5.1 We will:
 - 5.1.1 use reasonable endeavours to ensure that the Products are accessible on the ORS Platform; and
 - 5.1.2 if we have agreed to do so in writing, provide You with training and help notes on how to use the ORS Platform.

6. **WITHDRAWAL OF PRODUCTS AND CHANGES TO SOFTWARE FUNCTIONALITY**

- 6.1 We reserve the right at any time to withdraw a Product including any components within a Product or any aspect of the ORS Platform for any reason including:

- 6.1.1 if we no longer retain the right to publish the relevant material; or
- 6.1.2 if in our sole discretion, we believe that such material may infringe the Intellectual Property Rights of third parties or is defamatory, obscene, unlawful or otherwise objectionable.

In the circumstances above, we shall notify the Buyer of such withdrawal as soon as reasonably practicable.

- 6.2 On receipt of the notice referred to in Clause 6.1, the Buyer (if the Buyer is not itself an Authorised User) shall promptly inform its Authorised Users of OUP's notice set out in Clause 6.1 and You agree to cease immediately all use of the withdrawn material and shall comply with our instructions with respect to the deletion and/or removal of such withdrawn material.
- 6.3 We reserve the right to add or remove functionality of the Software without giving any reasons and in these circumstances, we will notify you of such change as soon as reasonably practicable.

7. **DATA PROTECTION AND PRIVACY**

- 7.1 In the course of Your accessing the ORS Platform and the Products, and our complying with our obligations to You, it is necessary for You to provide to us and for us to collect and process Personal Data (e.g. names and email addresses) from You.
- 7.2 The terms governing the supply by You and use by us of Personal Data are set out in our [Privacy Policy](#) and You agree to be bound by this.
- 7.3 If cookies are placed in the memory of the Buyer's or Authorised Users' devices in the course of their use of ORS, then further details will be provided beforehand, in accordance with the our [Cookie Policy](#) and any specific policy as notified to you at the point of download.

8. **INTELLECTUAL PROPERTY RIGHTS**

- 8.1 You acknowledge that OUP and/or OUP's partners own all Intellectual Property Rights in the ORS Platform, the Software and the Products. Except as expressly stated in these Terms, OUP does not grant You any rights to or in any Intellectual Property Rights or any other rights or licences.
- 8.2 If You become aware of any Intellectual Property Rights infringement or potential Intellectual Property Rights Infringement involving the ORS Platform, the Software and/or the Products (e.g. an unauthorised third party is using the ORS Platform) You must inform us promptly. We will:
 - 8.2.1 in our absolute discretion, determine what action if any shall be taken in respect of the matter;
 - 8.2.2 have sole control over and shall conduct any action as we deem necessary; and
 - 8.2.3 pay all costs in connection with that action and we shall be entitled to all damages and other sums which may be paid or awarded as a result of any such action. You agree to (at our cost) provide us with any assistance which we may request.
- 8.3 In the defence or settlement of a claim that the ORS Platform, the Software and/or the Products infringe third party Intellectual Property Rights ('Infringing Items'), we may at our discretion:
 - 8.3.1 obtain for You the right to continue using the Infringing Items;
 - 8.3.2 replace or modify the Infringing Items with equivalent items so that they become non-infringing; or
 - 8.3.3 if such remedies are not reasonably available, withdraw the Infringing Items and we will refund any of the Fees paid by the Buyer (less a reasonable sum in respect of the Buyer's and its Authorised Users' use of the Infringing Items).
- 8.4 Clauses 8.2 and 8.3 set out Your sole and exclusive rights and remedies, and our entire obligations and liability, for infringement by us of Intellectual Property Rights.

9. **WARRANTIES**

- 9.1 Subject to the other provisions in these Terms and to our right to carry out scheduled maintenance, during the period when You have access to the ORS Platform, we warrant to the Buyer that we will use reasonable endeavours to ensure that the ORS Platform is available to the Buyer's Authorised Users.
- 9.2 We do not warrant that the use of the ORS Platform and/or the Products will be uninterrupted or error-free. We may also carry out scheduled maintenance from time to time.
- 9.3 The Buyer accepts responsibility for the selection of the ORS Platform and the Products to achieve its intended results.

9.4 Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the ORS Platform, the Products and the Software which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

10. **LIABILITY**

10.1 This Clause 10 sets out the entire financial liability of OUP (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to You including those arising from breach of contract, use made by You of the ORS Platform, the Software and/or the Products, and representation, statement or tortious act or omission (including negligence) arising under or in connection with Your use of the ORS Platform, the Software and/or the Products.

10.2 Nothing in these Terms excludes our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

10.3 OUP's Liability if You are an Organisation.

10.3.1 Subject to Clause 10.2 we shall not be liable to You for any:

10.3.1.1 indirect, consequential and/or special loss or damage;

10.3.1.2 loss of profit (direct or indirect);

10.3.1.3 loss of revenue, loss of teaching time or loss of business (in each case whether direct or indirect);

10.3.1.4 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);

10.3.1.5 loss of anticipated saving or loss of margin (in each case whether direct or indirect);

10.3.1.6 wasted management, operational or other time (in each case whether direct or indirect);

10.3.1.7 loss of any data, content and/or material (in each case, whether direct or indirect); and/or

10.3.1.8 liability of any of the other parties to third parties (whether direct or indirect),

arising out of or in connection with these Terms and/or in connection with Your use of the ORS Platform, the Software and/or the Products, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of our obligations under these Terms.

10.3.2 Subject only to Clause 10.2 but without prejudice to Clause 10.3.1, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms shall be limited to the Fees paid by You to us during the 12 months preceding the date on which the claim arose.

10.4 OUP's Liability if You are an Authorised User.

10.4.1 Subject to clause 10.2, if we fail to comply with these Terms, we are responsible for any loss or damage You suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or in the case of a consumer Buyer, if they were contemplated by that Buyer and us at the time the Buyer bought the Product(s).

10.4.2 If You are a consumer as opposed to a business, You agree that we only make available the ORS Platform and/or the Products for domestic and private use. You agree not to use the Products for any commercial, business or re-sale purposes, and we have no liability to You for:

10.4.2.1 any loss of profit (whether direct or indirect);

10.4.2.2 any loss of business (whether direct or indirect);

10.4.2.3 any business interruption (whether direct or indirect);

10.4.2.4 any loss arising from viruses, Trojans or other harmful elements being introduced into Your computer or network (whether direct or indirect);

10.4.2.5 any loss of business opportunity (whether direct or indirect); and/or

10.4.2.6 any indirect, consequential or special loss.

10.5 If You are an Authorised User who is not also the Buyer, You irrevocably agree not to bring or threaten to bring any claims or proceedings directly against OUP. Any claims, proceedings, problems, dissatisfaction or issues which You have should be brought or raised directly with Your Buyer. If any Authorised Users bring or threaten to bring any claims or proceedings against OUP, the Buyer shall indemnify and keep OUP indemnified against any costs, losses, damage and/or expenses incurred by OUP.

11. **TERM AND TERMINATION**

11.1 You agree that the access to any Product shall expire at the end of the Agreement Period.

11.2 Without prejudice to any rights which have accrued under these Terms, You or OUP may terminate Your access to the ORS Platform, the Products and or any contracts ("Contracts") arising between OUP and You which relate to the ORS Platform and/or the Products if the other party:

11.2.1 is in material breach of any of its obligation under these Terms and if such breach is remediable, fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

11.2.2 is made bankrupt, is unable to pay its debts, or if the other party ceases or threatens to cease to trade, or if the other party makes an assignment for the benefit of, or a composition with its creditors or other arrangement of similar import or has a receiver, administrative receiver, administrator or a similar officer appointed over all or a substantial part of its assets, or if a petition is passed or an order is made by a court of competent jurisdiction or resolution is passed for the winding up of the other party (other than for the purpose of a bona fide solvent reconstruction or amalgamation) or any similar circumstances arise in any jurisdiction.

12. **EFFECT OF TERMINATION**

- 12.1 On expiry or termination of any Contracts (as defined in Clause 11.2 above) or Your right to use the ORS Platform and/or the Products for any reason and subject to any express provisions set out elsewhere in these Terms:
- 12.1.1 all outstanding sums payable by the Buyer to OUP shall immediately become due and payable; and
 - 12.1.2 all rights and access granted to You to use the Software, the Products and the ORS Platform under these Terms shall cease.
- 12.2 The accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.
- 12.3 If your access to a Product ceases (e.g. the Agreement Period has expired), You will no longer be able to access that Product and/or Your User Materials that are associated to that Product. OUP reserves the right to delete Your User Materials which relate to that Product after 30 days from the date when You cease to have access to the Product in question.

13. **FORCE MAJEURE**

We will have no liability to You if we are prevented from, or are delayed in performing our obligations due to any circumstances and/or reasons which are outside of our control. These circumstances and reasons include strikes, lock-outs or other industrial disputes (whether involving the workforce of OUP or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, sanctions, accident, breakdown of plant or machinery, fire, flood, storm, default of suppliers or subcontractors and/or non-performance of any services by OUP's suppliers, banks or subcontractors.

14. **MAINTENANCE**

- 14.1 If You are unable to access the ORS Platform, You must first ascertain whether the inability to access the ORS Platform is caused by a failure on the part of Your device. If the fault lies with the ORS Platform and not Your device, You must report the issue by email by emailing OUP at Oxford.za@oup.com or call us at the following number: +27 (0) 21 596 2300.
- 14.2 Upon receiving Your report, OUP shall use reasonable endeavours to resolve and rectify the problem to allow You to access the ORS Platform.

15. **NOTICES**

- 15.1 Unless these Terms prescribe a specific manner in which notice should be given, all notices to be given under these Terms shall be in writing and shall either be delivered personally or sent by courier and shall be deemed duly served:
- 15.1.1 in the case of a notice delivered personally, at the time the same is left at the address of, or handed to a representative of, the party to be served; and
 - 15.1.2 in the case of courier, two clear business days after the date of dispatch.
- 15.2 Notwithstanding Clause 15.1, OUP may notify You of any changes to these Terms or inform You of any changes to the ORS Platform or the Products by emailing you using the email address which You provided to OUP and such notice shall be deemed to have been delivered the following business day or by other appropriate means.

16. **GENERAL PROVISIONS**

- 16.1 These Terms constitute the whole agreement between OUP and You and supersede all previous agreements between OUP and You relating to Your use of the ORS Platform. Nothing in these Terms shall limit or exclude any liability for fraud.
- 16.2 We may amend these Terms from time to time. If we have to revise these Terms, we will give You at least one month's written notice of any changes to these Terms before they take effect. If You do not wish to accept the changes, the Buyer can choose to cancel the contract in respect of the Products affected by the change to these Terms and we will refund the Buyer any portion of the Fees paid by You (less a reasonable sum in respect of the Your use of the Product purchased by the Buyer).
- 16.3 A waiver of any right under these Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.
- 16.4 If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 16.5 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 16.6 Our [Legal Notice](#) forms part of this Agreement. In case of a conflict, this Agreement shall prevail.

17. **GOVERNING LAW AND JURISDICTION**

- 17.1 These Terms and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of the Republic of South Africa. The parties agree that South African courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and/or Your use of the ORS Platform, the Products and the Software.

OXFORD UNIVERSITY PRESS

END USER LICENCE AGREEMENT

Authorised Users agree to be bound by the terms of this Agreement.

1 DEFINITIONS

In this Agreement, the words or phrases defined on the front page shall have the meanings set out there and the following expressions shall have the following meanings.

“Access Period” shall mean the period for which the Licensee has been granted a licence to access the Works;

“Authorised User(s)” shall mean:

- (i) where the Licensee is an individual, the Licensee; and/or
- (ii) where the Licensee is a school or institution, an individual who is authorised by the Licensee to access the Works available through the Secure Network, and who is affiliated with the Licensee as a current student, technician or employee;

“Charges” shall mean the charges agreed between the Licensor and Licensee;

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

“Licensee” shall mean the (i) individual and/or (ii) school or institution (as applicable) that has purchased a licence for use of the Works;

"Licensor"	shall mean the OUP entity from whom the Works shall be licensed as the case may be, namely: OXFORD UNIVERSITY PRESS SOUTHERN AFRICA PROPRIETARY LIMITED of Vasco Boulevard, N1 City, Goodwood, Cape Town, 7460 South Africa.
"Licensor Trademarks"	shall mean the designations OXFORD, and OXFORD UNIVERSITY PRESS;
"Material"	shall mean any material including text and images contained in the Works and accessed online;
"Secure Network"	shall mean a network (whether a standalone network or a virtual network within the Internet) which, by virtue of logins, passwords and other security measures, is only accessible to Authorised Users. A cache server or any server or network which can be accessed by unauthorised users is not a Secure Network;
"Site"	shall mean the sites determined by the Licensor for access to the Works by Authorised Users; and
"Works"	shall mean the works licensed from the Licensor to Licensee.

2 USAGE RIGHTS AND LIMITATIONS ON USE

- 2.1 The Licensor hereby grants Authorised Users a non-exclusive non-transferable licence for the Access Period in respect of each Site for the purposes of private study to access the Works by means of the Secure Network.
- 2.2 For the avoidance of doubt Authorised Users may not:
- 2.2.1 remove or alter Licensor's copyright notices or other means of identification or disclaimers as they appear in the Works;
 - 2.2.2 systematically make multiple printed or electronic copies of portions of the Works for any purpose;
 - 2.2.3 reverse compile, download, copy, modify, adapt, distribute, transmit, assign, transfer, publish, reproduce, retain, damage, change, alter or otherwise deal in or encumber the

Works or any part(s) thereof or therein or any associated contents, materials or documentation (in whatever format and medium) thereof during the continuance of the Access Period and after the termination of this Agreement;

2.2.4 display or distribute any part of the Works on any electronic network, including without limitation, the Internet and the World Wide Web, other than the Secure Network;

2.2.5 permit anyone other than an Authorised User to access or use the Works; and

2.2.6 use all or any part of the Works for any Commercial Use.

2.3 Authorised Users will notify Licensor immediately if it becomes aware of any unauthorised use of the Works.

2.4 Authorised Users will notify Licensor promptly (i) of the facts and circumstances surrounding any unauthorised access, possession, or use of the Works, or Licensor's intellectual property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that the Works infringe an intellectual property or proprietary right of any third party.

2.5 The Licensor reserves the right to withdraw from the Works content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false, or infringing.

2.6 The Licensor reserves the right to suspend access to the Works in the event of any unauthorised use of the Works.

3 INTELLECTUAL PROPERTY RIGHTS

3.1 Authorised Users acknowledges that all copyrights, patent rights, Licensor Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Works, are the sole and exclusive property of Licensor and that this Agreement does not convey to Authorised Users any right, title, or interest therein except for the right to use the Works in accordance with this Agreement.

3.2 Authorised Users acknowledges that s/he may not create any derivative work based on any of the Works without the prior written permission of the Licensor.

4 DATA PROTECTION AND PRIVACY

4.1 The Licensor may process any personal data that Authorised Users supply to the Licensor on registration in accordance with the Licensor's Privacy Policy available on (as the case may be): <https://global.oup.com/privacy?cc=za>).

4.2 If cookies are placed in the memory of Authorised Users' devices in the course of their use of the Works, then further details will be provided beforehand, in accordance with the Licensor's Cookie Policy (<http://global.oup.com/cookiepolicy/?cc=za>) and any content-specific policy as notified to you at the point of download.

5 MATERIAL UPLOADED BY AUTHORISED USERS

- 5.1 Some Works may allow Authorised Users to submit text material to the Site. Authorised Users represents and warrants that all such material shall:
- 5.1.7 be original and the own work of the Authorised User;
 - 5.1.8 not infringe the copyright or other property rights of any other person;
 - 5.1.9 not introduce viruses or Trojans or other harmful elements;
 - 5.1.10 not contain any scandalous, libellous, obscene, unlawful or otherwise objectionable material; and
 - 5.1.11 in size not exceed the maximum limit applicable.
- 5.2 Authorised Users shall indemnify the Licensor against any and all losses including legal and other expenses which the Licensor may incur as a result of any breach of the warranty given in Clause 5.1.

6 REPRESENTATIONS AND WARRANTIES

- 6.1 Licensor gives no warranty, express or implied, and makes no representation that: (i) the Works will be 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 Works will operate error free or without interruption.
- 6.2 In no circumstances will Licensor be liable to Authorised Users 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 connectivity problems, unauthorised access, theft, or operator errors.
- 6.3 In no circumstances will Licensor be liable to Authorised Users for any consequential, incidental, special or indirect damages or loss of profits 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 Works.
- 6.4 Authorised Users agrees that the entire liability of Licensor to an Authorised User 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 Works shall be the refund of any charges paid in respect of the licence to the Works for the Access Period in which the claim arises.

7 TERMINATION

- 7.1 Licensor may terminate this Agreement if Authorised Users are in breach of any of the terms.
- 7.2 Licensee may terminate this Agreement at any time but shall not be entitled to a refund.
- 7.3 On termination of this Agreement however caused Authorised Users' licence to access and use the Works will automatically cease.

7.4 Any right that any party may have against the other in respect of any breach, non-performance or repudiation of any of the provisions of this Agreement which shall have accrued up to the date of termination or expiry of this Agreement shall not be affected or prejudiced.

8 GENERAL

- 8.1 Licensor's Legal Notice forms part of this Agreement, at (as the case may be): <https://global.oup.com/legal?cc=za> .In case of a conflict, the clauses of this Agreement shall prevail.
- 8.2 This Agreement constitute 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.
- 8.3 No provision in this Agreement is intended to be enforceable by any third party.
- 8.4 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.
- 8.5 This Agreement shall be governed by the law of the jurisdiction of the Licensor and are subject to the jurisdiction of the courts of the country of the Licensor.