

Terms and Conditions of Use

This is a legal agreement between "You" (which for individual purchasers means the individual customer and, for network purchasers, means the educational institution and each of its authorised users) and The Chancellor, Masters and Scholars of the University of Cambridge acting through its department Cambridge University Press ("the Licensor") relating to the **Evolve Presentation Plus Level 5** ("the Product").

By using this Product, You agree to be legally bound by these terms and conditions.

1. Limited licence

a) You are purchasing only the right to use the Product and are acquiring no rights, express or implied, to it other than those rights granted in this limited licence. You may use the Product for Your own not-for-profit educational use only.

b) The Licensor grants You a licence (i) to install and use the Product on a single computer if You have purchased a single-user licence, or (ii) to install and use the Product simultaneously on a number of computers if You have purchased a site licence.

You may not install the Product on a single secure network server for access from one site or install the Product via MSI installer for deployment across a network.

c) You shall not: (i) copy or authorise copying of the Product, (ii) translate the Product, (iii) reverse-engineer, alter, adapt, disassemble, or decompile the Product, (iv) transfer, sell, lease, profit from, assign, or otherwise convey all or any portion of the Product, or (v) operate the Product from a mainframe system, except as provided in these terms and conditions.

d) Permission is explicitly granted for use of the Product on a data projector, interactive whiteboard or other public display in the context of classroom teaching at a purchasing institution.

e) If you are an Educational Institution, once a teacher ceases to be a member of the Educational Institution, all copies of the material on the Product stored on his/her personal computer must be destroyed and the Product returned to the Educational Institution.

2. Intellectual Property Rights

a) All of the intellectual property rights subsisting in the Product and its original content (including without limitation all text, images and ancillary materials provided in or with the Product) ("the Original Content") are and shall remain owned by, or licensed by a third party to, the Licensor.

b) You may not copy the Product except for making one copy of the Product solely for backup or archival purposes. You may not alter, remove, or destroy any copyright notice or other material placed on or with the Product.

c) You may not download or embed on to Your machine, server or institutional system any third party content (including without limitation video clips and photographs) from our Product under any circumstances and, by agreeing to these Terms, You understand and acknowledge that You are prohibited from so extracting any third party content from the Product and that to do so would be a material breach of these Terms by You.

3. Modifications and adaptations

The Product's functionality may permit You to modify, adapt, supplement, and/or save certain parts of the Original Content. You acknowledge that any modifications, adaptations, and supplementations created by You (collectively called "Your Content") are not the work of the Licensor even though they

may contain elements of Original Content. Your Content is Your sole responsibility. The Licensor does not guarantee the accuracy, quality, or integrity of Your Content.

4. Importing content

a) The Product's functionality may permit You to import content or material ("Imported Content"). You acknowledge that all such Imported Material is Your sole responsibility. Any Imported Material is posted without the knowledge of the Licensor.

b) The Licensor shall have no liability to You or to another person/institution for any damage, loss, cost, claim, or expense suffered by You or by any other person/ institution arising directly or indirectly from the posting of such Imported Material and the use made of it by You or any other person/institution.

c) You undertake not to use the importing facility to: (i) post advertising or promotional materials or transmit any "junk mail", "spam," or "chain letters," or any other form of solicitation for goods or services;

(ii) post any material that You do not have the right to post under any law or under any other obligatory relationship;

(iii) post any material that infringes any intellectual property right including without limitation patent, trademark, trade secret, copyright, or other proprietary rights of any other person;

(iv) post any material that is defamatory, libellous, unlawful, threatening, or harmful, abusive, harassing, obscene, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable or unlawful;

(v) import any Imported Material that contains software viruses or any other computer code; files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

(vi) promote or provide instructional information about illegal activities; physical harm or injury against any group or individual.

(vii) engage in any commercial activities.

5. Liability and indemnification

a) The Product is supplied "as-is" with no warranty or guarantee as to its suitability for any particular purpose or that it will be error-free. To the extent permitted by applicable law, the Licensor is not liable for costs of procurement of substitute products, or for any indirect or consequential losses, and in the case of direct losses the Licensor's total aggregate liability shall be limited to the amount actually paid by You for the Product.

b) You accept that the Licensor is not responsible for the persistency, accuracy, or availability of any URLs of external or third-party internet web sites referred to in the Product and does not guarantee that any content on such web sites is, or will remain, accurate, appropriate, or available. The Licensor shall not be liable for any content made available from any web sites and URLs outside the Product.

c) Where, through Your use of Your Content or any Imported Material, or through your use of the Product outside the scope of the use permitted by these terms and conditions, You infringe or are alleged to infringe the intellectual property rights of any third party, You undertake to indemnify and keep indemnified the Licensor from and against any loss, cost, damage, or expense (including, without limitation, damages paid to a third party and any reasonable legal costs) incurred by the Licensor as a result of such infringement or alleged infringement.

6. Termination

Without prejudice to any other rights, the Licensor may terminate Your licence to use the Product if You fail to comply with these terms and conditions. In such event, You must destroy all copies of the Product.

7. Governing law

These terms and conditions and their subject matter shall be governed by the laws of England and Wales, and each party irrevocably submits to the exclusive jurisdiction of the English courts in respect of any dispute arising or in connection with them or their subject matter.