



OXFORD BRIGHT SCHOLARS

WWW.OXFORDBRIGHTSCHOLARS.COM

## OXFORD BRIGHT SCHOLARS WEBSITE TERMS AND CONDITIONS

### 1. What do these terms and conditions regulate?

- 1.1 This site [www.oxfordbrightscholars.com](http://www.oxfordbrightscholars.com) ("**Website**") is made available by Oxford Scholars Limited ("**Oxford Bright Scholars**", "**we**", "**our**" or "**us**"). Any reference to "Oxford Bright Scholars", "we", "our" or "us" includes our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and suppliers.
- 1.2 These terms and conditions (the "**Terms**") apply to any person who uses, accesses, refers to and/or views the information made available by us on the Website for whatever purpose ("**Content**") (hereinafter referred to as "**users**" or "**you**" or "**your**"). The display of Content and your ability to view, access and/or use the Content on the Website shall be referred to as the "**Services**".

### 2. Your agreement to these Terms

- 2.1 You must agree to these Terms, including the privacy policy contained hereafter ("**Privacy Policy**") if you want to use the Services.
- 2.2 When you agree to these Terms, this will become a legal contract between you and us.
- 2.3 By browsing the Website you agree to the terms and conditions contained herein.
- 2.4 These Terms, the Privacy Policy, and any additional document we incorporate by reference in these Terms constitute the complete and exclusive understanding and agreement between you and us.
- 2.5 These Terms may be updated or amended by us at any time in our sole discretion.

2.6 If you do not agree with any term or condition in these Terms, the Privacy Policy, or any policies or additional documents we incorporate by reference, or any subsequent changes thereto or become dissatisfied with us, the Website or our Privacy Policy, you must not continue to use the Website or our Services.

2.7 You may print a copy of these Terms. If you have any difficulty printing these Terms or require assistance in obtaining a hard copy or electronic copy of these Terms, you should contact our support team via e-mail using [info@oxfordbrightscholars.com](mailto:info@oxfordbrightscholars.com).

### 3. **Accessing and the use of the Services**

3.1 Hyperlinks provided on this Website to non-Oxford Bright Scholars sites, are provided "as is" and Oxford Bright Scholars does not necessarily agree with, edit or sponsor the content on such websites. No person, business or website may frame this Website or any of the pages on this Website in any way whatsoever.

3.2 The Website and the Services available through the Website may contain links to other third party websites, including (without limitation) social media platforms ("**Third Party Websites**"). If you link to Third Party Websites, you may be subject to those Third Party Websites' terms and conditions and other policies.

### 4. **Your behaviour when using the Website and the Services**

4.1 You may not use the Website to obtain or distribute:

4.1.1 copyrighted material or material protected by law without our prior written consent; or

4.1.2 material containing viruses or any other destructive materials or data or code which is able to corrupt, interfere with, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system or hardware or software.

4.2 You must not perform any act, which may jeopardise or interfere with the functionality or the operation of any part of the Website or our Services.

4.3 You are strictly prohibited from using the Website for "*spoofing*", "*hacking*", "*flaming*", "*cracking*", "*phishing*" or "*spamming*" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.

4.4 You shall not intercept any information transmitted to or from us or the Website, which is not intended by us to be received by you.

- 4.5 Subject to the further provisions of these Terms, the Website and the Content may only be used by you for lawful purposes and shall not extend to the use of the source code of the Website or the Content.
- 4.6 Subject to the further provisions of these Terms, you are not allowed to: (i) frame, modify, distribute, commercialise, exploit and/or alter the Website or the Content; (ii) incorporate any part of the Content in any other work or publication; and/or (iii) perform any other act which may not be considered fair use.
- 4.7 You are permitted to create a hyperlink to the home page of the Website so long as the link does not portray us, our employees, affiliates or agents in a false, confusing, misleading, derogatory, or otherwise offensive manner or in any way associate us with any derogatory or otherwise offensive content. You also agree to ensure that any hyperlink to the home page of the Website is clearly visible.
- 4.8 Any restrictions on the use of the Website or the Content shall also apply to any part of the Website or the Content which may be cached when using the Website or the Content.
- 4.9 In addition, you shall not and shall not allow a third party to:
- 4.9.1 decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the software forming part of the Website and/or the Content ("**the Software**") or any files contained in or generated by the Software by any means whatever;
- 4.9.2 remove any product identification, copyright or other notices, from the Software or documentation;
- 4.9.3 lend to a third party or use any portion of the Software (whether or not modified or incorporated with other software) on or with any machine or system other than your practice's hardware; or
- 4.9.4 disseminate performance information or analysis of the Software from any source relating to the Software.

## 5. **Intellectual Property Rights**

- 5.1 We reserve all rights (including all intellectual property rights) not expressly granted herein to the Website and the Content we make available on or via the Website.

- 5.2 You agree to not engage in the use, copying, or distribution of any of the Content other than as expressly permitted herein, including any use, copying, or distribution of Content of third parties obtained through the Website for any commercial purposes.
- 5.3 You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on the use of the Website or the Content therein. All moral rights of Oxford Bright Scholars and its employees/agents are reserved.
- 5.4 Any reproduction, modification, creation of derivative works from or redistribution of the Website, the Content, or the collective work or compilation is expressly prohibited. Copying or reproducing the Website, the Content, or any portion thereof to any other server or location for further reproduction or redistribution is expressly prohibited.
- 5.5 You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Services. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Services.

## 6. **Collection of Personal Information**

We collect personal information from you. We will handle the collection, processing and storage of your personal information in accordance with our privacy policy further described in our Privacy Policy contained below.

## 7. **Indemnity**

- 7.1 As far as the law allows, you agree to defend, indemnify us and hold us and our officers, subsidiaries, holding companies, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers, and employees harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:
- 7.1.1 your use of and access to the Website and/or the Services;
- 7.1.2 your violation of any term of these Terms, including, without limitation, any breach of your representations and warranties;
- 7.1.3 any claim that our Content and/or Services caused damage to a third party. This defense and indemnification obligation will survive termination,

modification or expiration of these Terms and your use of the Services and the Website.

## **8. Limitation of Liability**

8.1 Subject to paragraph 8.2 below, and as far as the law allows, neither us nor any of our agents, officers, subsidiaries, holding companies, affiliates, successors, assigns, directors, service providers, suppliers, employees or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the Website or the Services or content provided from and through the Website. Furthermore, we make no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from the Website are free from errors or omissions or that the Services will be 100% uninterrupted and error free.

8.2 As far as the law allows, no provision of these Terms (or any contract governed by these Terms):

8.2.1 does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption; and

8.2.2 requires you to assume risk or liability, to the extent that the law does not allow such an assumption of risk or liability.

## **9. Exclusion of warranties and representations**

As far as the law allows, the Website and the Services are provided without any representation or warranty whatsoever, whether express, implied or statutory, including (without limitation) any representation or warranty as to the condition, quality, description and fitness for purpose of the Items.

## **10. Assignment**

These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by you. We may, at any time, transfer or assign any or all of our rights and obligations under these Terms. We will notify you if we assign any rights or obligations to a third party. We do not have to inform you where we assign any rights or obligations to any of our affiliates or sub-contractors which we may appoint.

## 11. **Successors and assigns**

These Terms shall inure to the benefit of and be binding upon each party's successors and assigns.

## 12. **Violation of Terms**

12.1 Please report any violations of the Terms (including the Privacy Policy or any documents incorporated by reference) that you become aware of by contacting us at [info@oxfordbrightscholars.com](mailto:info@oxfordbrightscholars.com). Any failure to act by us with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches by you or others.

## 13. **Electronic Communications**

13.1 By using the Website and/or the Services and accepting these Terms, you agree that all agreements, notices, disclosures and other communications sent by you or Oxford Bright Scholars satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing". For the purposes of this paragraph, a "data message" means data generated, sent, received or stored by electronic means.

13.2 You agree specifically that:

13.2.1 the agreement will be treated as if it was concluded at our physical address on the date on which you first made any use of the Website and/or Services;

13.2.2 any data message sent by either you or us to the other will be deemed to have been sent from our physical address if neither your usual place of business nor residence is located within United Kingdom;

13.2.3 subject to the further provisions of these Terms, any communication sent to you by an information system programmed to operate automatically on our behalf will be a data message attributable to, or authorised by us; and

13.2.4 subject to the further provision of these Terms, a data message sent by you to us will only be treated as having been received by us when an acknowledgement of receipt is sent by us personally or a person who had authority to act on our behalf in respect of that data message.

## 14. **General**

14.1 The Terms are governed by the laws of the United Kingdom.

- 14.2 If any of these Terms are unlawful, void or unenforceable for any reason, then those Terms may be severed and shall not affect the validity and enforceability of the remaining Terms.
- 14.3 These Terms constitute the whole agreement between us.
- 14.4 No contract varying, adding to, deleting from or cancelling these Terms, and no waiver of any right under these Terms, shall be effective unless reduced to writing and signed by or on behalf of Oxford Bright Scholars.
- 14.5 Any indulgence or leniency granted to you by us shall not be interpreted as a waiver or variation of any of our rights or remedies.

**15. How to contact us**

If you have questions about these Terms, our Privacy Policy or any documents incorporated by reference in these Terms, please contact us at [info@oxfordbrightscholars.com](mailto:info@oxfordbrightscholars.com).