



AshACE ONLINE TERMS AND CONDITIONS

Effective from: 8th Feb 2018

These terms and conditions ("Conditions") apply to you and Your Authorised User (defined below) and ACE TUTORIAL LLP (Company number OC415815) . These terms and conditions do not affect your statutory rights.

These Conditions take into account rights granted to consumers under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Consumer Contracts Regulations") implementing the Consumer Rights Directive 2011/83/EU when a consumer is contracting via distance selling. As such, if you are not a consumer or if you are a consumer but not buying via distance selling, please note that some of the rights under the Consumer Contracts Regulations including the right to return will not apply to you.

1. DEFINITIONS

1.1 The definitions and rules of interpretation in this condition apply in these Conditions

"AshACE Online" means ACE TUTORIAL LLP (Company number OC415815), 18 St. Cross Street, London, England, EC1N 8UN

"Confidential Information" means any information that is proprietary or confidential which is expressly identified as such by the Party making the disclosure or would be reasonably regarded as confidential.

"Contract" means the contract between AshACE Online and you governing your and Your Authorised User's use of the Services and Software which shall incorporate these Conditions.

"Free Content" means content made available to you and/or Your Authorised Users on the Website for via a Username and Password to use without the need to pay a Subscription.

"Learning Establishment" means a provider of education to persons of any age including but not limited to schools, colleges and universities.

"Parties" means AshACE Online and you.

"Password" means the password in respect of a unique Username which enables you and/or Your Authorised User to gain access to the relevant Services. For the avoidance of doubt, you and/or Your Authorised User may subsequently change the existing password for a different password.

"Services" means the services performed by AshACE Online of making the Free Content and/or Subscription Content (as the case may be) available to you and/or Your Authorised User.

"Software" means the computer programs and/or software deployed by AshACE Online and/or its licensors on the Website to enable you and/or Your Authorised Users to utilise the Services.

"Username" means a unique username created by you and/or Your Authorised User (as the case may be), which, when the relevant Password is entered will grant such you and/or Your Authorised User access to the relevant Services. 'Id' is the unique id given to you before the registration.

"Website" means a dedicated classroom on <https://www.proprofs.com/classroom> with unique id or such variations to the name of the aforesaid domain name.

“Your Authorised User” means an individual whom you have granted access to the relevant Services by the successful creation of a Username and Password.

1.2 You warrant that you are at least 18 years of age.

2 TERMS OF ACCEPTANCE

2.1 The Contract is formed between you and AshACE Online when (and not before) AshACE Online notifies you by e-mail and/or electronically that your registration has been accepted. You are advised to print off and keep safe a copy of these Conditions once your registration has been accepted by AshACE Online.

2.3 Subject to any relevant laws and regulation, you agree that these Conditions shall be the exclusive basis on which the Contract made between AshACE Online and you is transacted and processed unless otherwise agreed in writing by an authorised representative of AshACE Online.

2.5 AshACE Online will use reasonable endeavours to correct errors and omissions as quickly as practicable after being notified of them.

3 REGISTRATION

3.1 When you register to use the Free Content and/or Subscription Content (as the case may be), you will be required to provide information about yourself and Your Authorised User e.g. name and contact details as part of the registration process. You warrant that any registration information that you provide to AshACE Online will be accurate, correct and up to date and shall continue to keep such information up to date and accurate.

3.2 Upon duly completing the relevant registration process and creating a Username and Password, you and/or Your Authorised Users will be registered as a user of AshACE Online (which is free of charge).

3.3 You agree to and agree to procure that Your Authorised User does not make available the Username and Password, any part of the relevant Services. Where such disclosure of the Username and/or Password occurs, you must inform AshACE Online immediately so that AshACE Online can take appropriate security measures. In addition, where you wish to terminate the Contract with AshACE Online, you agree to inform AshACE Online so that AshACE Online can update its system.

3.4 If you or Your Authorised User uses a shared computer, you agree not to and agree to procure that Your Authorised User does not save the Username and/or Password on such computer.

4 FREE & PAID CONTENT

4.1 Upon successful registration, AshACE Online will make available to you and/or Your Authorised User the Free Content. Your and/or Your Authorised User's authority to access the Free Content commences upon the Username and Password being successfully created and ends if the Contract is terminated under the provisions of these Conditions including Clause 11.

4.2 If you and/or Your Authorised User are an employees of a recognised Learning Establishment, you may not use the Free Content for teaching purposes. The material and information provided is for your authorised user's personal purposes. It is exclusive to you and/or your authorised user and is non-transferable.

4.3 Some of the content would be payable such as entry level assessments but new users would be notified of the charges in advance.

5 USER OBLIGATIONS

5.1 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties, you agree not to and shall procure that Your Authorised User does not:

5.1.1 systematically copy any of Free Content and/or Subscription Content in any circumstances, including, without limitation, with a view to creating or compiling any form of comprehensive collection, compilation, directory or database, unless given express written permission to do so by AshACE Online at its sole discretion;

5.1.2 attempt to duplicate, modify, disclose or distribute any portion of the Software;

5.1.3 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Software;

5.1.4 disclose the Software, Free Content, Subscription Content (where applicable), Usernames and Passwords to third parties, without AshACE Online's prior written consent;

5.1.5 use the Free Content and/or Subscription Content (as the case may be) and/or information extracted for any illegal, fraudulent or immoral purposes; and/or

5.1.6 transfer, temporarily or permanently, any rights or obligations under the Contract.

5.1.7 You agree to and agree to procure Your Authorised User notify AshACE Online immediately of any errors or inaccuracies in respect of any information and/or data downloaded as part of the Free Content and/or Subscription Content (as the case may be) by emailing AshACE Online

5.2 Save as permitted under these terms and conditions, to the furthest extent applicable, you acknowledge and shall procure that Your Authorised User acknowledges that any presentation, teaching, setting of homework and/or any use by you and/or Your Authorised User which incorporates and/or which is based on the materials and information derived from the Free Content and/or Subscription Content are based solely on you and/or Your Authorised User's professional skill and judgment. AshACE Online and its licensors will not be liable for any loss suffered by you and/or Your Authorised User.

5.3 You are and/or Your Authorised User is (as the case may be) responsible for configuring the computers and maintaining its internet connection in order to access the relevant Services and to provide for your own virus protection software.

5.4 You and/or Your Authorised User (as the case may be) agree that you and/or Your Authorised User shall not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 AshACE Online reserves the right to update and/or make changes to the Free Content and/or Subscription Content from time to time at its sole discretion without notice to you and/or Your Authorised Users.

6 INTELLECTUAL PROPERTY

6.1 You acknowledge and shall procure that Your Authorised User acknowledges that AshACE Online and its licensors own all intellectual property rights in the Software, Free Content and/or Subscription Content (excluding content on the Forum). Except as expressly stated in the Contract, the Contract does not grant you and/or Your Authorised User any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software, Free Content and/or Subscription Content.

6.2 You agree to defend, indemnify and hold AshACE Online and/or its licensors harmless against claims, actions, proceedings, losses, damages, expenses and all costs arising out of or in connection with your and/or Your Authorised User's use of the Software, Free Content and/or Subscription Content (except in the circumstances where the Software, Free Content and/or Subscription Content infringes third party intellectual property rights in which case, Clauses 9.2 and 9.3 shall apply).

6.3 You are solely responsible for the configuring of the relevant computers used to access and maintaining the internet connection in order to access the Free Content and/or Subscription Content (as the case may be) and to provide adequate and satisfactory virus protection software.

6.4 Save where the context otherwise requires, any references to you in the Contract includes references to Your Authorised User. Each act or omission of any of Your Authorised User which would if it was an act or omission by you been a breach of the Contract shall be deemed a breach you.

6.5 If Your Authorised User brings any claim against AshACE Online in connection with the subject matter of the Contract, you agree to reimburse AshACE Online in full for any amounts which AshACE Online is obliged to pay to Your Authorised User in connection with such claim, and for any associated legal expenses reasonably and properly incurred by AshACE Online. However, you will be entitled to bring a claim (subject to the exclusion and limitation of liability provisions set out in these Conditions) against AshACE Online in respect of all losses and liabilities suffered or incurred by Your Authorised User which have been caused by AshACE Online's breach of the Contract and which, for the purposes of this clause only, shall be deemed to be your losses and liabilities.

7 AshACE Online's OBLIGATIONS

7.1 Subject to Clauses 5.2 and 5.3, AshACE Online will use reasonable endeavours to ensure that the Free Content and/or Subscription Content are accurate at the date of such content being made available on the Website.

7.2 AshACE Online warrants that to the best of its knowledge, the Services and the Software will not infringe any patents, designs or copyright of any third party. In the event you become and/or Your Authorised User becomes aware and/or has reasonable suspicion that the Services (and/or contents or information thereto) and/or Software may infringe the intellectual property of any third parties, the you agree and shall procure that Your Authorised User agree:

7.2.1 to notify AshACE Online as soon as it is practicable of any such claim being made;

7.2.2 that AshACE Online shall be entitled at its expense to conduct any litigation that may ensue and negotiations for settlement of such claim; and

7.2.3 that you and/or Your Authorised User will give AshACE Online all information and assistance reasonably necessary (at AshACE Online's expense) to defend or settle such claim and you shall not and shall procure that Your Authorised User does not compromise or settle such claim save that under no circumstances shall AshACE Online admit liability for and/or on behalf of you and/or Your Authorised User without your prior written consent, such consent not to be unreasonably withheld or delayed.

7.3 In the event of such a claim set out in Clause 7.2, AshACE Online shall be entitled at its own expense and option either to:

7.3.1 procure the right for you and/or Your Authorised User to continue using the Services (or affected parts thereof) and/or the Software;

7.3.2 make such alterations, modifications or adjustments to the Services (or affected parts thereof) and/or the Software so that they become non-infringing, without incurring a material diminution in performance or function;

7.3.3 replace the Services (or affected parts thereof) and/or the Software with non-infringing substitutes, provided that such substitutes do not entail a material diminution in performance or function;

7.3.4 remove the infringing Services (or affected parts thereof) and/or the Software; and/or

7.3.5 (where applicable) reimburse the Subscription paid by you.

7.4 Notwithstanding Clause 7.3, AshACE Online shall have no liability if the alleged infringement is based on:

7.4.1 use by you and/or Your Authorised User of the Services and/or the Software in a manner contrary to these Conditions; or

7.4.2 use by you and/or Your Authorised User of the Services and/or the Software after notice of the alleged or actual infringement from AshACE Online or any other person.

7.5 The Parties agree that Clause 7.3 sets out your sole and exclusive rights and remedies, and AshACE Online's and its licensor's entire obligations and liability, for infringement of intellectual property.

7.6 AshACE Online will take reasonable steps to ensure that the Services and the Software are virus-free. Notwithstanding the foregoing, AshACE Online makes no representation or warranty that the whole or any part of the Services and the Software will be accessible at all times or be virus free. AshACE Online reserves the right, without notice, to suspend temporarily or alter the operation of the Services for legal, regulatory or technical reasons. Where commercially feasible, AshACE Online will notify you in advance of planned downtime, which, if reasonably practicable, will be scheduled outside of normal business hours in the United Kingdom.

8 LINKS

8.1 The Website may include hyperlinks to other websites or content or resources. You acknowledge and agree and shall procure that Your Authorised User acknowledges and agree that:

8.1.1 AshACE Online has no control over any such websites;

8.1.2 AshACE Online is not responsible for the availability of any such external linked websites or resources; and

8.1.3 AshACE Online does not endorse such websites or resources and as such, AshACE Online will not be liable for any loss or damage which may be incurred by you and/or Your Authorised User (as the case may be) as a result of the non-availability of such external websites or resources, or as a result of any reliance placed by the you and/or Your Authorised User on any materials and/or information external websites or resources.

9 CONFIDENTIALITY

9.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:

9.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;

9.1.2 was in the other Party's lawful possession before the disclosure;

9.1.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;

9.1.4 is independently developed by the receiving Party, which independent development can be shown by written evidence; and/or

9.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

9.2 Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than those contemplated under this Agreement.

9.3 Each Party shall use reasonable endeavours to ensure that the other's Confidential Information to which it has access is not disclosed or distributed in violation of the terms of this Agreement.

10 EXCLUSION AND LIMITATION OF LIABILITY

10.1 AshACE Online gives you and/or Your Authorised User no warranty or assurance, except as set out in Clause 9 above. You acknowledge and shall procure that Your Authorised User acknowledges that all implied warranties and conditions are excluded to the maximum extent permitted by law.

10.2 This Clause 10 sets out AshACE Online's entire financial liability (including any liability for the acts or omissions of AshACE Online's employees, agents, sub-contractors and licensor to you and/or Your Authorised User in respect of:

10.2.1 any breach of this Agreement;

10.2.2 any use (as the case may be) made by to you and/or Your Authorised User in relation to the Services or the Software or any part of them; and

10.2.3 any representation, statement or tortious act or omission (whether negligent or otherwise) arising under or in connection with the Contract.

10.3 Subject to Clause 10.4, except as expressly and specifically provided in these Conditions, AshACE Online excludes all liability for any loss or damage including consequential loss and loss of business arising from you and/or Your Authorised User inability to access the Services and/or errors contained in any information forming part of the Services.

10.4 Notwithstanding any provisions in these terms and conditions, AshACE Online does not exclude liability for death or personal injury which is due to AshACE Online's negligence, fraud and/or fraudulent misrepresentation.

10.5 Subject to Clauses 10.3 and 10.4, AshACE Online's maximum liability for any loss arising from AshACE Online's breach of the Contract (including these terms and conditions), negligence or under Clause 10.2 shall be limited to the Subscription paid by you or the equivalent sum of the Subscription.

11 TERMINATION

11.1 The Contract may be terminated by AshACE Online if and/or Your Authorised User is in material breach of any of the terms of the Contract and if the breach is not remedied within the period of 28 working days after written notice of it has been given. If AshACE Online is in material breach as a result of circumstances within AshACE Online's control, you will (if you are subscribed for Subscription Content), be entitled to a full refund of the Subscription fees but not otherwise unless otherwise agreed by AshACE Online.

11.2 Subject to Clauses 2.2 and 11, you may terminate the Contract at any time by giving AshACE Online 7 day prior written notice by contacting AshACE Online. Where AshACE Online is not in breach of the Contract, no refund of the Subscription (where applicable) shall be given to you unless AshACE Online agrees to do so at its sole discretion.

11.3 On termination of the Contract for any reason:

11.3.1 all licences granted under the Contract Agreement shall immediately terminate; and

11.3.2 subject to the exceptions in this Clause 11.3.2, you shall take reasonable steps to and shall procure that Your Authorised User takes reasonable steps to delete the information extracted from the Free Content and/or Subscription Content (as the case may be) and the Forum from any of its electronic media, including its intranet and electronic storage devices. For the avoidance of doubt, you and/or Your Authorised User is not required to delete or destroy printouts containing information or materials that you and/or Your Authorised User made prior to termination, or copies of such printouts; and

11.3.3 The termination of the Contract shall not affect or prejudice the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

12 AMENDMENTS TO THESE CONDITIONS

12.1 AshACE Online reserves the right to vary these Conditions at any time but, in respect of any current Subscription, the terms which apply shall be those when the Contract was entered into.

12.2 When AshACE Online amends these Conditions, AshACE Online will publicise such amendments. In this regard:

12.2.1 Your and/or Your Authorised User's use of the Free Content shall be governed by the amended Conditions as of the date such amended Conditions are notified to you to come into force; or

12.2.2 Your and/or Your Authorised User's use of the Subscription Content shall be governed by the amended Conditions as of the date such amended Conditions when you renew your Subscription.

12.3 Without prejudice to Clauses 12.1 and 12.2, your continued use of the Services after the date such amended Conditions are notified to you come into force will constitute your acceptance of such changes. If you do not agree to any changes to these Conditions, please do not continue to use the Services.

13 GENERAL PROVISIONS

13.1 The rights provided under the Contract are granted to you.

13.2 The Contract is not intended to benefit anyone other than the Parties to it and, in particular, no provisions of these terms and conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party including Your Authorised User.

13.3 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

13.4 If any provision (or part of a provision) of these terms and conditions are found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

13.5 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of its provisions are deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

13.6 The Contract and such other terms and conditions set out on the Website constitute the entire agreement and understanding of the Parties and supersede any previous agreement between the Parties relating to the subject matter of the Contract. Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently made or not) of any person (whether party to this agreement or not) other than as expressly set out in the Contract.

13.7 The Contract shall be governed under English law, and the Parties submit to the non-exclusive jurisdiction of the English courts.

13.8 Without prejudice to clause 13.7, 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 us. 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 use an ADR process, you can submit your complaint to the Centre for Effective Dispute Resolution via its website <http://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.