

Digital Book Bundle Terms and Conditions
Version 4: applicable from 12 July 2016

**Please read the following Terms and Conditions carefully.
They apply to all of Illuminate's Digital Book Bundle products.
By using any part of the website at <http://www.illuminate.digital> you accept these Terms and Conditions.
If you do not agree to these provisions you are not entitled to use the website.**

Basic requirements for Illuminate's Digital Book Bundle website and related products

For the best possible experience we suggest that you use the latest version of Internet Explorer, Chrome, FireFox or Safari as your web browser. On Android tablets, we recommend using Chrome only.

The digital books can be viewed on PCs, Macs, most Android tablets and iPads running iOS7 or higher. On tablets, the site has been optimised for use in landscape mode.

To access some of the resources in the browser you are using, you will require a PDF viewer such as Adobe Reader and a PowerPoint viewer such as Microsoft PowerPoint.

Contact details for customer queries

Purchase Digital Books Bundles via the website <http://www.illuminatepublishing.com>

Fax: 01494 370004
Email: sales@illuminatepublishing.com
Telephone: 01494 481553

Contact details for technical support queries

Email: digitalsupport@illuminatepublishing.com
Telephone: 07837 388105

Technical support is available during office hours: Monday - Friday 9am - 5pm (excluding Bank Holidays)

Please provide as much detail as possible if you contact us by email:

- the digital book bundle you are using
- your school name and username
- the nature of the problem, including any error messages that have appeared
- any steps you have already taken to try and solve the problem
- the computer or device being used, including operating system and browser
- your contact details and preferred method of contact

We will aim to resolve your problem as quickly as possible. It may sometimes be necessary to speak to you whilst you are at your computer or using the device on which you are experiencing a problem.

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- The licence period shall extend from the point of sale until the final examination against the specification for which a product has been developed.
- You may access the product(s) that you have purchased on your computers or devices only whilst connected to the internet, and only using a username and password issued to you or your educational institution by Illuminate.

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- We do not warrant that the use of a product will be uninterrupted or error-free, or that it will operate error-free on every device your license entitles you to use it on. We may also carry out scheduled maintenance from time to time.
- You may edit / customise and print or download certain parts of a product for classroom use, where expressly permitted to do so.
- You may not use, reproduce, deal with, modify, adapt, the whole or any part of a product and any content, except as permitted by these Terms and Conditions.
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- Please note that your use of the product(s) that you have purchased will be monitored to ensure compliance with these Terms and Conditions, for system performance and as otherwise required to operate the products.
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- You are responsible for the selection of a product and whether the product meets you and your students' requirements.
- You agree not to make available your teacher or student usernames and/or passwords to anyone outside your educational institution (this includes providing this information on publicly accessible websites / web pages). If there has been a disclosure of your usernames and/or passwords, you agree to notify us promptly of such disclosure, so that we can take appropriate security measures
- If we suspect that a breach of these Terms and Conditions has occurred or is likely to occur, we may, without giving notice and liability to you, suspend your access to any or all of the Digital Book Bundle product(s) that you have purchased.
- If you are a teacher or an educational institution, you acknowledge that you are solely responsible for the appropriate use and adaptation of the products for the use by your student users.
- Unless otherwise agreed in writing by Illuminate, you are solely responsible for configuring your computer devices in order to access a product, and to provide for your own virus protection software. To access a product your computer or tablet computer device must meet the specification detailed at the head of this document.

Links to external websites

- In certain areas of a product there may be links to websites owned by someone other than Illuminate. Content on the Internet changes minute by minute, so we cannot guarantee the content of or the availability, integrity or quality of these websites. You acknowledge that we will not be responsible for them.

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Limitation of liability

- Illuminate will not be liable for any loss of data, loss of profit and wasted management time whether they are direct or indirect damages, and Illuminate will not be liable for any special, indirect, consequential or incidental damages (including damages for loss of use) arising in contract, tort or otherwise from your (or your users') use of or inability to use the website or any product on it, or from any action taken (or refrained from being taken) as a result of using the website or any product on it.
- You acknowledge that we have no liability for any loss, claim or damage suffered by or made against you or your users as a result of any unauthorised access to any product on the website or breach by any of you, your users or other parties of the terms of these terms and conditions.
- In any event, our total liability to you in respect of any claim for breach of contract, negligence or otherwise in relation to the website and all products on it shall be limited to the greater of the total fees paid or payable to Illuminate for your use.
- You agree that you are responsible for all claims, costs and expenses (including reasonable legal expenses) that we incur if you breach these Terms and Conditions or any applicable law.
- Nothing will limit either party's liability for death or personal injury caused by its negligence, or for fraud, fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under applicable law.
- You will promptly inform Illuminate in the event of any claim by a third party received by you in relation to the website or any product on it and will comply with Illuminate's reasonable requests in relation to such claim.

Limited Warranty

- We make no warranty that the website or any product is accurate, available or free from viruses or anything else that has contaminating or destructive properties. We exclude all express or implied warranties or representations to the fullest extent permitted by applicable law, including without limitation, any warranties or representations as to satisfactory quality, title, quiet possession, non-infringement of third party rights, error-free functioning, or fitness for purpose.
- If you have any claim (for breach of contract, negligence or otherwise) in respect of your use of the website or any product on it, then this claim should be addressed through your educational institution.

Changes

- Illuminate reserves the right to vary these Terms and Conditions at any time and then the varied terms shall apply. If we do this, we will place the revised Terms and Conditions on this page and will indicate at the top of this page the date these terms were last revised. We may also email you to inform you of these changes.

General

- These Terms and Conditions are governed by English law without regard to its conflict of laws. In the event of any dispute regarding these Terms and Conditions or any matter related to the website, any product or your relationship with us, you agree to submit to the exclusive jurisdiction of the English Courts. We may however also bring an action against you in the courts of your place of residence. Our failure or delay to exercise any right or remedy under these Terms and Conditions does not constitute a waiver of that right or remedy.
- If any part of any provision of these Terms and Conditions is held invalid, the remaining parts of the provision and all other provisions shall continue in effect to the fullest extent permitted by applicable law.
- A person who is not party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms and Conditions. This shall not affect any right or remedy of a third party which exists or is available apart from that Act.
- We will not be responsible for any breach of these Terms and Conditions caused by circumstances beyond our reasonable control.