

ONLINE SUBSCRIPTION AGREEMENT

Please read this Agreement carefully as it governs your use of our online services (your “Subscription”) and limits our liability to you. By clicking “I accept” at the end of this screen and accessing the WORDREADY® website at <http://www.L2.co.uk> (the “Service”) you are forming a contract and agreeing to the terms that appear below. References to “you” and “your” are to you as an individual. If you use the Service in the course of your work for an institution, you are also agreeing to this Agreement on behalf of that institution and references to “you” and “your” include your institution. If you have any questions, please email us at legal@L2.co.uk.

You may not purchase any of our products from the website if you are under 18 years of age; your parent or legal guardian must make the purchase.

GENERAL INFORMATION

For your convenience we have listed below some general information about ourselves:

Our full name:	Lexical Learning Limited (“L2”, “we” or “us”)
Our geographic address:	L2, Enterprise House, Harmire Enterprise Park, Barnard Castle, County Durham, DL12 8XT, UK
Our contact details:	Telephone: +44 (0)1833 696720 Email: contact@L2.co.uk

Lexical Learning Limited (trading as L2) is a company registered in England and Wales under company registration number 07409544 with its registered office at Enterprise House, Harmire Enterprise Park, Barnard Castle, County Durham, DL12 8XT. The Companies House register can be found at <http://www.companieshouse.gov.uk>.

SUBSCRIPTIONS

Set out below is a summary of the steps which you must follow in order to conclude a legally binding contract with L2:

(1) Browse our information

This website contains information about the Service which you will need to know before you subscribe including subscription types, current prices and special offers. The information about the Service on our website constitutes an “invitation to treat” and is not a contractual offer from us which you may accept. This means that we reserve the right to correct any errors in that information without liability to you. It also means that under no circumstances will we be contractually bound to supply you with the Service on the basis of any incorrect information, even if that information is repeated in your subscription.

(2) Read our terms and conditions

It is your responsibility to read the legal terms on L2’s website carefully and to raise any problems with L2 before you subscribe. This includes this Agreement, L2’s website [terms of use](#) and [privacy policy](#). You will be asked to confirm that you agree to L2’s terms and conditions before you subscribe.

(3) Provide the subscription details requested

To do this, follow the buy link on our website and click on the “BUY” online button which will take you to the subscription ordering and payment screens.

- Your Account Screen – You will be asked to create a purchaser’s account (if one not already created), and/or log-in to your purchaser’s account
- Subscription Details Screen – Using this screen, you will be able to choose which products you wish to purchase.
- Payment Details Screen – You will be asked to provide your payment details.
- Review and Submit Screen – You will be given the opportunity to check and confirm your order details. It is your responsibility to ensure that the information you provide is accurate and up to date. Please check your details.
- If you are happy to proceed with your subscription you should click “SUBMIT”. Input errors can be corrected at any time up to the point at which you submit your subscription by using the “BACK” button on your browser.

(4) Wait for verification

On receipt of your subscription and, where appropriate, receipt in cleared funds of payment of the Subscription Fee, we will send you an email verification message confirming your details and informing you how to access your subscription and activate your accounts. You may not assume we have accepted your subscription until we send you verification by email. Only if and when you receive verification will we have a binding contract between us. We will be entitled to refuse to accept your subscription if at our sole discretion we consider it necessary.

(5) Our Contract

The contract between us will consist of this Agreement, your subscription and our verification (“Contract”). L2’s [privacy policy](#), website [terms of use](#) and any additional legal terms or notices appearing on the Service or L2’s website will also form part of the Contract between you and L2.

We will not file the concluded Contract between us online and you should therefore print out and retain copies of each element of the Contract. We can only conclude the Contract with you and provide the Service to you in English and not in any other language.

GENERAL TERMS

1. Provision of Service

- 1.1. Following formation of the Contract in accordance with “Subscriptions”, above we will make the Service available to you in accordance with the terms of the Contract.
- 1.2. You acknowledge that you have provided us with accurate and complete registration information and that it is your responsibility to keep these updated (using L2’s Management Tools – URL <http://www.L2.co.uk/WORDREADY/manage/>).
- 1.3. **Home Use Subscription Accounts** – are intended for use by parents or guardians. Separate User subscriptions are required for each child (“User”). On registration, you will supply an email address and password (“account manager ID”). You may use this ID to manage your subscription(s) and to authorise one or more Users to use the Service (up to the maximum number of User subscriptions

purchased). You are responsible for all use of the Service by these User(s) and for preventing unauthorised use of your and the User's ID(s)

- 1.4. Home Subscription accounts do not include access to the Classroom Tools.
- 1.5. **School / Institutional Subscription Accounts** – are intended for a single institution at a single physical (geographical) location. On registration you will supply an email address and password (“account manager ID”). You may use this ID to manage your subscriptions and to authorise employees (“Administrators”) or students (“Users”) to use the Service up to the maximum number of Administrators and Users managed by your Subscription account. You are responsible for all use of the Service by these Administrators and Users and for preventing unauthorised use of your, the Administrators' and the Users' IDs.
- 1.6. School / Institutional Subscription Accounts include access to the Classroom Tools (<http://www.L2.co.uk/WORDREADY/classroom/>). Permitted use of the Classroom Tools is as follows:
 - 1.6.1. The number of concurrent Classroom Tools Users is limited to one User per School Subscription, plus one User per ten learner User accounts on the School Subscription (e.g. for a School Subscription with 20 learner User accounts, 3 concurrent Classroom Tool Users are permitted).
 - 1.6.2. Users must be staff of the subscribing institution, and the Classroom Tools must be used for teaching work related to their institution, at a single physical (geographical) location notified to and agreed by L2.
 - 1.6.3. Use is limited to one computer per User.
 - 1.6.4. Learners/students are only permitted to use the Classroom Tools in a physical classroom context under the direct supervision of Classroom Tool User from one computer (e.g. on an Interactive Whiteboard).
 - 1.6.5. Home use is permitted for Classroom Tools Users for preparation purposes, but NOT for teaching. Home use of the Classroom Tools is not permitted for learners/students (see 1.6.4. above).
- 1.7. You must ensure that your (Administrators, if applicable) and Users comply with the terms of this Contract and all reasonable user terms made available on the Service.
- 1.8. If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of your ID, you should change your password immediately and notify us by emailing security@L2.co.uk. If we reasonably believe that your, an Administrator's or User's ID is being used in any way that is not permitted by the Contract, we may suspend your access rights, immediately after giving you notice, and we may block your ID until the issue has been resolved.
- 1.9. We are continually seeking to improve the Service. We reserve the right, at our discretion, to make changes to any part of the Service provided that the change does not materially reduce the Service's content or functionality.
- 1.10. Except as set out in this Agreement, you will have no right to cancel the Contract before the end of your Subscription once we have made the Service available to you.

2. Limited Rights to Use Content

- 2.1. All material displayed on the Service ("Content") and all copyright and other intellectual property rights in the Content belong to L2 or its licensors. Subject to clause 2.2, you, your Administrators (where applicable) and your User(s) may retrieve and display the Content on a computer screen in order to use the Service for your own and your Administrators' and Users' personal use.
- 2.2. Unless you have L2's prior written permission, you (or your Administrator(s) or User(s)) are not permitted to:
 - 2.2.1. redistribute any of the Content (including by using it as part of any library, archive or similar service);
 - 2.2.2. retrieve and display the Content for anyone other than another User;
 - 2.2.3. print the Content or store it in electronic form;
 - 2.2.4. remove the copyright or trade mark notice from any copies of the Content;
 - 2.2.5. create a database in electronic or structured manual form by systematically downloading and storing all or any of the Content; or
 - 2.2.6. except as expressly set out above, modify, reproduce, publish or in any way commercially exploit any of the Content.

Nor may you permit or enable a third party to do any of these acts on your behalf.

- 2.3. Copyright in any software that is made available for download for the participation in the Service ("Software") belongs to L2 or its suppliers. Your use of the Software is governed by the terms of any licence agreement that may accompany or be included with the Software.
- 2.4. You acknowledge that "WORDREADY", "Mook" and the L2 logo are registered trade marks and that you may not use them without written permission.

3. Subscription Fees

- 3.1. The fee for your Subscription ("Subscription Fee") as well as any applicable value added tax is calculated and payable annually on the anniversary of the start of your Subscription (unless otherwise stated) in advance by such method of payment as we or our Authorised Resellers reasonably request. We shall be under no obligation to provide the Service until the Subscription Fee has been paid.
- 3.2. We will send you details of your Subscription Fee payable for the subsequent year at least four weeks before the anniversary of your current Subscription. Your Subscription will be renewed only if you make payment of the Subscription Fee before the anniversary of your current Subscription. If you fail to pay the Subscription Fee for any subsequent year before the anniversary of your then current Subscription, we will suspend your access to the Service until your Subscription Fee is paid.

4. Your right to cancel your Contract

- 4.1. You may cancel your Contract with us by notice in writing at any time up to the end of the seventh working day from the day after the date on which the Contract

is concluded, provided you have not accessed the Service during that time. Your right to cancel the Contract will automatically cease if you access the Service during that seven working day period.

- 4.2. Once you have notified us that you are cancelling your Contract, any Subscription Fee received by us in relation to the Contract will be refunded to you as soon as possible and in any event within 30 days of cancellation.

5. User Participation

The Service may include bulletin boards, discussion groups and other public areas that allow feedback to L2 and interaction between users. The opinions, advice and statements contained in messages posted on the Service ("Messages") are those of the users and not L2. Where users can post Messages there will be a hyperlink to terms which set out acceptable content of Messages and acceptable use of those aspects of the Service.

6. Warranties

- 6.1. L2 warrants that:
 - 6.1.1. it will use all reasonable skill and care in making the Service available to you and in ensuring its availability during your Subscription;
 - 6.1.2. it has the right to permit you and your Administrator(s) and User(s) to use the Content in accordance with this Agreement; and
 - 6.1.3. it will take reasonable steps to ensure that the software it provides as part of the Service is virus free.
- 6.2. Because of the nature of the Content, the sources from which it is obtained and because of the nature of the Internet and archived information, errors and omissions may occur and L2 does not give any other warranties in respect of the Service. In particular, (but without limitation) you should not take the accuracy and the completeness of the Content for granted and L2 makes no warranty that the Website is free from infection by viruses or anything else that has contaminating or destructive properties or that the Service will be free from attack. L2 does not warrant that the Service will be continuously available or that your use of the Service will be uninterrupted or error free.
- 6.3. To the fullest extent permitted by law, we exclude all representations, warranties, conditions and other terms which, but for this Agreement might have effect in relation to the Service.

7. Limitation of Liability

- 7.1. L2 will use its reasonable endeavours to remedy faults in the Service during the Subscription. If we are in breach of this Contract, you agree that your only recovery for damages that you incur, and your exclusive remedy, shall be limited to an amount equivalent to the Subscription Fee paid or payable in relation to your use for the relevant year of the Service.
- 7.2. L2 will not be liable for any business losses such as lost or corrupted data, lost or corrupted software, lost profits or business interruption arising from your (or your Administrator(s)'s or User(s)'s) use or inability to use the Service or from any action taken (or refrained from being taken) as a result of using the Service.

7.3. Notwithstanding the above provisions of this clause 7, L2's liability will not be limited in the case of fraud or for death or personal injury caused by L2's negligence.

7.4. If you are a consumer nothing in the Contract shall affect your statutory rights.

8. Privacy Policy

The information that you provide about yourself to us will only be used in accordance with the [privacy policy](#). Please read the privacy policy carefully and if you have any questions please email legal@L2.co.uk.

9. Notices

9.1. All notices shall be given to L2 via email at legal@L2.co.uk or by post at L2, Enterprise House, Harmire Enterprise Park, Barnard Castle, County Durham, DL12 8XT; or to you at either the email or postal address you provide during the subscription process.

9.2. Notice shall be deemed received when an email is received (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

10. Links

The Service contains links to other web sites and resources, either directly or through frames and, where possible, L2 will make clear where such links are being made. Independent third parties provide these sites and L2 is not responsible and shall not be liable for the availability or content of these outside resources.

11. Termination

11.1. This Contract and your access to the Service may be terminated by written notice if we reasonably believe you have committed a breach of this Contract and the breach is not remedied within the period of 14 days after written notice of the breach has been given to you. If we reasonably believe you are in breach of clause 2 we may suspend your access to the Service at any time.

11.2. You may terminate this Contract and receive a pro-rata refund if the Service is discontinued or if we are in breach of this Contract and the breach is not remedied within the period of 14 days after written notice of the breach has been given to us.

11.3. On termination, cancellation or expiry of the Contract, you (and any Administrator(s) and User(s)) shall no longer be permitted to access the Service. Upon request by us you shall, at our option, destroy or return to us any copies of the Content made by you or any Administrator or User.

12. General

12.1. We may transfer and/or assign our rights and/or our obligations under this Contract. This will not affect your rights under this Contract. You may not transfer any of your rights or obligations under this Contract without our prior written consent.

12.2. Nothing in this Contract shall confer your rights on any other person.

- 12.3. If you breach this Contract and we ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach this Contract.
- 12.4. This Agreement, together with the privacy policy, the terms of use and any additional terms on the Service, represents the entire Contract between the parties in relation to its subject matter and may be amended only by the agreement of both parties in writing.
- 12.5. In the event of a conflict between this Agreement and the privacy policy, the terms of use or any other legal terms or notices appearing on the Service or our website, this Agreement shall prevail.
- 12.6. We shall have no liability to you for any failure to deliver the Service to you or for any delay in doing so that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, terrorist attack, breakdown of systems or network access, flood, fire, explosion or accident.
- 12.7. If any part of this Contract is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of this Contract will not be affected.
- 12.8. Our licensors may enforce the Contract subject to and in accordance with the provisions of the UK Contracts (Rights of Third Parties) Act 1999.
- 12.9. Except as provided in the previous paragraph 12.8, a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 12.10. The Contract shall be governed by English law. We will try to solve any disagreements quickly and efficiently. If you want to take court proceedings in relation to the Contract you must do so in England.