



OUR VIRTUAL ACADEMY – COMBINED LEGALS

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SUBSCRIPTION FEES

The credit card holder's account is automatically charged on the same date as the original transaction date on each corresponding month or on final day of the month if there is no corresponding date (January 31, 2016 subscription renews on February 28, 2016).

Discounts, rebates or other special offers are only valid for initial term; subscriptions renew at the then-current full subscription rates.

Our Virtual Academy may terminate the subscription and these terms if it is unable to renew the subscription based on inaccurate or outdated credit card information.

Right of access granted under these Terms is effective only upon payment of the subscription fees.

Our Virtual Academy may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that Our Virtual Academy provides notice at least thirty (30) calendar days prior to the expiration of the subscription.

CANCELLING YOUR ACCOUNT

You can cancel your subscription at any time from your 'My Billing Profile' page.

Once you cancel your membership subscription, you will not lose access immediately.

Your membership will continue through the end of your current charge cycle. For example: If your credit card is charged on the 10th of the month and you cancel on April 25th, you will not lose access until the May 10th.

REFUNDS

Subscription fees are non-refundable.

PRIVACY POLICY

Qing Consulting Limited trading as Our Virtual Academy and OurVirtualAcademy.com (**We**) are committed to protecting and respecting your privacy.

This policy (together with our Terms of Website Use and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting www.ourvirtualacademy.com you are accepting and consenting to the practices described in this policy. For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is Qing Consulting Limited, Unit 8, The Mynd Estate, Church Stretton, Shropshire SY6 6EA.

Information we may collect from you

We may collect and process the following data about you:

Information you give us. You may give us information about you by filling in forms on our site www.ourvirtualacademy.com (**our site**) or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our site, subscribe to our service and when you report a problem with our site. The information you give us may include your name, address, organisation, e-mail address and phone number.

Information we collect about you. With regard to each of your visits to our site we may automatically collect the following information:

- technical information, including the Internet Protocol (**IP**) address used to connect your computer or other device to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- information about your visit, including the full Uniform Resource Locators (**URL**) clickstream to, through and from our site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.

Information we receive from other sources. We work closely with third parties (including, for example, business partners, sub-contractors in technical and payment services, advertising networks, analytics providers such as Google Analytics, search information providers, credit reference agencies) and may receive information about you from them.

Cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our [Cookies Policy](#).

Uses made of the information

We use information held about you in the following ways:

Information you give to us. We will use this information:

- to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information and services that you request from us;
- to provide you with information about other services we offer that are similar to those that you have already purchased or enquired about;
- to provide you, or permit selected third parties to provide you, with information about services we feel may interest you. If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data;
- to notify you about changes to our service;
- to ensure that content from our site is presented in the most effective manner for you and for your computer or other device.

Information We collect about you. We will use this information:

- to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our site to ensure that content is presented in the most effective manner for you and for your computer or other device;
- to allow you to participate in interactive features of our service, when you choose to do so;
- as part of our efforts to keep our site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- to make suggestions and recommendations to you and other users of our site about services that may interest you or them.

Information we receive from other sources. We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

Disclosure of your information

We may share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

We may share your information with selected third parties including:

- Business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you.

- Advertisers and advertising networks that require the data to select and serve relevant adverts to you and others.
- Analytics and search engine providers that assist us in the improvement and optimisation of our site.
- Credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you.

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Qing Consulting Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our [Terms of Website Use](#) or our [Subscription Terms and Conditions](#) and other agreements; or to protect the rights, property or safety of Qing Consulting Limited, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Where we store your personal data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on secure servers by our trusted partners on our behalf. Any payment transactions will be dealt with by Chargify LLC, CyberSource Limited, and Barclays Bank PLC on our behalf and will be encrypted using SSL technology. Chargify LLC, is a Payment Card Industry Security Standards Council Level 1 Service Provider. Barclays Bank PLC is authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. CyberSource is a wholly owned subsidiary of VISA INC.

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Your rights

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right at any time by contacting us at Support@OurVirtualAcademy.com.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Access to information

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

Changes to our privacy policy

Any changes we may make to our [Privacy Policy](#) in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our [Privacy Policy](#).

Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to Support@OurVirtualAcademy.com.

COOKIE POLICY

Information about our use of cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer or other device if you agree. Cookies contain information that is transferred to the hard drive of your computer or other device.

We use the following cookies:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
- **Analytical/performance cookies.** They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- **Targeting cookies.** These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

You can find more information about the individual cookies we use and the purposes for which we use them in the table below:

Cookie Name	Purpose	More information
Session cookies	<i>used to store application server session data</i>	<i>Session cookies are temporary, once a user closes their browser these cookies are destroyed.</i>
Bouncer	<i>Bouncer this cookie stores the URL that a user will be sent to when they click "Sign Out."</i>	N/A
Sticky	<i>This cookie stores the Application server information to accurately preserve the user's session within the load balanced environment.</i>	N/A
Dup Login	<i>LSVTDup Login – this cookie gets set if a duplicate login is detected.</i>	N/A

We also use Google Analytics. Google Analytics is Google's analytics tool that helps website and app owners to understand how their visitors engage with their properties. It may use a set of cookies to collect information and report website usage statistics without personally identifying individual visitors to Google. The main cookie used by Google Analytics is the '__ga' cookie.

In addition to reporting website usage statistics, Google Analytics can also be used, together with some of the advertising cookies described above, to help show more relevant ads on Google properties (like Google Search) and across the web.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

TERMS OF WEBSITE USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

Terms of Website Use

These Terms of Website Use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website www.ourvirtualacademy.com (**our site**), whether as a guest or a subscribed user. Use of our site includes accessing, browsing, or subscribing to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, please leave our site immediately.

Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our site:

- [Our Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- [Our Cookie Policy](#), which sets out information about the cookies on our site.
- If you subscribe to use our site, our [Subscription Terms and Conditions](#) will apply to the subscription.

Information about us

www.ourvirtualacademy.com is a site operated by Qing Consulting Limited trading as OurVirtualAcademy and OurVirtualAcademy.com (**We**). We are registered in England and Wales under company number 08287903 and have our registered office at Unit 8, The Mynd Industrial Estate, Church Stretton, Shropshire SY6 6EA. Our VAT number is VAT 217 882 485. We are a limited company.

Changes to these terms

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

Changes to our site

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

Accessing our site

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

You may use our site only for lawful purposes. You may not use our site in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect. You also agree not to access without authority, interfere with, damage or disrupt:

- any part of our site;
- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

Your account and password

If you are provided with a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any username or password at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at Support@OurVirtualAcademy.com.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You are prohibited from copying Content pursuant to our Subscription Terms and Conditions. Except for such prohibition, you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, you forfeit your right to use our site and your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No reliance on information

Except for the subscription services, the content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer or other device equipment, computer or other device programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which will be set out in our [Subscription Terms and Conditions](#).

Viruses

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer or other device programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law

enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact info@OurVirtualAcademy.com.

Third party links and resources in our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

Applicable law

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Contact us

To contact us, please email:

Support@OurVirtualAcademy.com or info@OurVirtualAcademy.com

or contact us by post:

Our Virtual Academy, Unit 8, The Mynd Industrial Estate

Church Stretton

Shropshire

SY6 6EA

or contact us by telephone on: +44 (0) 20 3286 2228

SUBSCRIPTION TERMS AND CONDITIONS

This page (together with Our [Terms of Website Use](#), [Privacy Policy](#) and [Cookie Policy](#)) tells You information about Us and the legal terms and conditions (**Terms**) on which we provide the Services listed on Our Site to You.

These Terms will apply to any contract between us for the supply of Services to You. Please read these Terms carefully and make sure that you understand them, before subscribing for the supply of Services from Our Site. Please note that before subscribing you will be asked to agree to these Terms. If you refuse to accept these Terms, You will not be able to subscribe for any Services from Our Site.

You should print a copy of these Terms or save them to your computer or other device for future reference.

1. DEFINITIONS

Agreement: the applicable online order form, the terms and conditions set out on this page, Our [Terms of Website Use](#), Our [Privacy Policy](#), Our [Cookie Policy](#), any variations agreed between Us and any additional terms notified before use of applicable Content or Services.

Authorised Users: if You are a business providing automotive service and repair and technical activities, or are otherwise actively involved in the provision of or education in automotive technical activities, all directors, members, partners, employees or students in the business, educational establishment or other outlet covered are Authorised Users (up to the maximum number of users as determined by the Subscription Fee You select). In any other case, Authorised Users means any person that We have agreed with You is or are to benefit from the subscription.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause **Error! Reference source not found.**

Interactive Tool Services: the services We provide to allow You to access and use interactive services on Our Site, such as the manager tool and the progress tracker tool.

Content: know-how provided by Us via Our Site to You under this Agreement, being the content of the OurVirtualAcademy Interactive Training System comprising videos, guided instructions, tutorials, information, hand-out materials and related documents, materials, files and presentation slides.

Our Site: www.ourvirtualacademy.com.

Us, We, or Our: Qing Consulting Limited (Company No. 08287903) trading as OurVirtualAcademy and OurVirtualAcademy.com. Registered in England and Wales. Registered office: Unit 8, The Mynd Industrial Estate, Church Stretton, Shropshire SY6 6EA.

Services: the subscription services provided on Our Site which includes provision of Content and Interactive Tool Services, as the context requires.

Software: the software provided by Us or by Our suppliers which enables You to use the Services.

Start Date: the date the Subscription Period starts.

Subscription Fee: the subscription plan fee for the Services to be provided under this Agreement, as determined by the number of Authorised Users and selected by You in the online order form.

Subscription Period: the period in respect of which a Subscription Fee is payable for the Services, being either monthly or annually, as selected by You in the online order form.

Writing: includes email.

You or Your: the party entering into this Agreement with Us by accepting these Terms. Where the context so requires, You or Your includes your Authorised Users.

Your Data: the data input by You (and anyone authorised by You) for use in conjunction with the Services and any data produced by the Interactive Tool Services relating to You.

2. HOW THE AGREEMENT IS FORMED BETWEEN YOU AND US

- 2.1 You confirm that you have authority to bind any business on whose behalf you use Our Site to subscribe for the Services.
- 2.2 This Agreement and any document expressly referred to in it constitutes the entire agreement between You and Us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 2.3 You acknowledge that in entering into this Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or any document expressly referred to in it.
- 2.4 You and We agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.
- 2.5 Our pages will guide you through the steps You need to take to subscribe for the Services. Our subscription process allows You to check and amend any errors before submitting your request to Us. Please take the time to read and check Your request at each stage of the subscription process.
- 2.6 Our acceptance of Your subscription request will take place when We confirm Our acceptance to You by sending an enrolment email that confirms Our acceptance of Your subscription request.

3. HOW TO PAY

- 3.1 You can pay for the Services using a debit card or credit card. We accept Visa and MasterCard.
- 3.2 Unless agreed otherwise between You and Us in writing, payment for the Services shall be made in advance of each Subscription Period in full (either monthly or annually as the case may be). Subject to clause **Error! Reference source not found.**, once a Subscription Period has commenced, payment for that period will not be refundable (unless We otherwise agree).

4. AUTHORITY AND LICENCE FOR USE OF CONTENT

- 4.1 We authorise You and Your Authorised Users to use the Content for which You agree to pay Us the Subscription Fee.
- 4.2 This Agreement (including the licences hereunder) starts on the Start Date. Unless terminated earlier upon the occurrence of the following events:
 - 4.2.1 the end of the relevant Subscription Period where You have given Us written notice in advance of the end of the relevant Subscription Period that You do not want to renew this Agreement;
or
 - 4.2.2 termination of this Agreement under clause **Error! Reference source not found.**,this Agreement shall continue and shall automatically extend for another Subscription Period and for each successive Subscription Period thereafter.
- 4.3 You may:
 - 4.3.1 search and view Content for Your own business purposes;
 - 4.3.2 use Content for the purposes of internal training;

- 4.3.3 copy and print out material within the “Resources” section of Content for Your own business purposes or for the purposes of any project on which You are working.
- 4.4 Except as provided in clause **Error! Reference source not found.** above, You shall not record, scan (through the use of screen grab software or otherwise), capture, download, stow or otherwise copy or retain any Content without our prior express written consent.
- 4.5 You shall not:
 - 4.5.1 attempt to duplicate, reproduce, modify, disclose, upload, transmit, display, distribute or in any other way exploit the Content or any portion of it; or
 - 4.5.2 attempt to obtain, or assist others in obtaining, access to the Content, other than as provided under this Agreement; or
 - 4.5.3 reveal any user name, password or other such account access details for the Services to anyone other than Authorised Users.

5. LICENCE FOR USE OF SOFTWARE

- 5.1 We hereby grant You on the terms and conditions of this Agreement a non-exclusive, non-transferable, revocable licence to access the Software and to use the Software solely for Your business purposes (and for the avoidance of doubt, nothing in this Agreement grants to You any rights whatsoever in or relating to the source code of the Software).
- 5.2 You shall not:
 - 5.2.1 attempt to duplicate, modify, disclose or distribute any portion of the Software; or
 - 5.2.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
 - 5.2.3 transfer, temporarily or permanently, any rights or obligations under this Agreement, or
 - 5.2.4 attempt to obtain, or assist others in obtaining, access to the Software, other than as provided under this Agreement.
- 5.3 We confirm We have all the rights in relation to the Software that are necessary to grant all the rights We purport to grant under the terms of this Agreement.

6. YOUR OBLIGATIONS

- 6.1 You will, and will take reasonable steps to ensure that Authorised Users will, comply with the terms of use of the Services in this Agreement. You will not, and will take reasonable steps to ensure that Authorised Users do not:
 - 6.1.1 copy, print out, download, publish, transmit, display, create derivative works based on or otherwise reproduce or exploit any Content nor any material relating to part of the Services, except as permitted under this Agreement or authorised by Us in writing;
 - 6.1.2 make any part of the Content or of the Services available to anyone, except as permitted under this Agreement or authorised by Us in writing;

- 6.1.3 subject to clause **Error! Reference source not found.** above, alter or modify any part of the Content or Services; or
- 6.1.4 purport to assign or otherwise dispose of Your rights under this Agreement.
- 6.2 You will take reasonable steps to ensure that nobody other than Authorised Users accesses the Content or Services using accounts created with Your username and password. You will be responsible for the use of any accounts provided to or created by Us granting access to the Services. You must notify Us immediately if any unauthorised use of the Services.
- 6.3 You acknowledge and agree that We and Our licensors own all intellectual property rights in the Software, the Content and the Services. Except as expressly stated in this Agreement, this Agreement does not grant You 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, Content, Services or any related documentation.
- 6.4 You are solely responsible for the appropriate use, professional consideration and adaption of Our Content for Your own use and in Your provision of services and advice to Your customers.
- 6.5 Subject to clause **Error! Reference source not found.** (Our obligations), You will defend, indemnify and hold Us harmless against claims, actions, proceedings, losses, damages, expenses and all costs arising out of or in connection with Your misuse of the Software or Services, provided that:
- 6.5.1 You are given prompt notice of any such claim;
- 6.5.2 We provide reasonable co-operation to You in the defence and settlement of such claim, at Your expense; and
- 6.5.3 You are given sole authority to defend or settle the claim.
- 6.6 You will maintain adequate and appropriate liability insurance in relation to any services You provide.
- 6.7 You are responsible for configuring, maintaining and updating Your information technology hardware and software, telecommunications equipment, internet service, computer or other device programmes and platform (including browsers) in order that it is sufficient and compatible to access the Services. Notwithstanding clause **Error! Reference source not found.**, You should use Your own virus protection software.
- 6.8 By submitting any individual's personal information to Us or Our affiliates, service providers and agents, You agree, and confirm Your authority from such other individual, to Our collection, use and disclosure of such personal information in accordance with Our [Privacy Policy](#).

7. OUR OBLIGATIONS

- 7.1 We warrant that You will not infringe any third party intellectual property rights by using the Content and We will indemnify You against losses, costs or expenses You may incur as a result of any claim that the use by You of the Content infringes any third party intellectual property rights, provided You notify Us within a reasonable time of any such claim being made. This warranty and indemnity are unlimited.
- 7.2 In relation to any part of the Software owned by Us We shall defend You against any claim that Your use of the Software infringes any patent, copyright, trade mark, database right or right of confidentiality, and shall indemnify You for any amounts awarded against You in judgment or settlement of such claims, provided that:

- 7.2.1 We are given prompt notice of any such claim;
 - 7.2.2 You provide reasonable co-operation in the defence and settlement of such claim, at Our expense; and
 - 7.2.3 We are given sole authority to defend or settle the claim.
- 7.3 In the defence or settlement of the claim, We may at Our discretion obtain for You the right to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement without liability to You. We shall have no liability if the alleged infringement is based on:
- 7.3.1 a modification of the Software by anyone other than Us; or
 - 7.3.2 Your use of the Software in a manner contrary to the instructions given to You by Us; or
 - 7.3.3 Your use of the Software after notice of the alleged or actual infringement from Us or any other person.
- 7.4 The foregoing states Your sole and exclusive rights and remedies, and Our entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.
- 7.5 We will take reasonable steps to ensure that Software and data files We supply to You as part of the Service are virus-free.
- 7.6 We will use our best endeavours to ensure that Subscriber Data is maintained securely and is properly backed-up. In the event of any loss or damage to Subscriber Data, Your sole and exclusive remedy shall be that We use Our best endeavours to restore the lost or damaged Subscriber Data from the latest back up of such Subscriber Data. We shall not be responsible for any loss, destruction, alteration or disclosure of Subscriber Data caused by any third party (except those third parties sub-contracted by Us to perform services related to Subscriber Data maintenance and back-up).
- 7.7 We will use Our best endeavours to ensure that the Services are provided continuously and that access to Our website is not interrupted by any event within Our control. We will use reasonable endeavours to notify You in advance of planned downtime, which, if reasonably practicable, will be scheduled outside normal United Kingdom office hours.

8. **CONFIDENTIALITY**

- 8.1 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:
- 8.1.1 is or becomes publicly known other than through any act or omission of the receiving party; or
 - 8.1.2 was in the other party's lawful possession before the disclosure; or
 - 8.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 8.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 8.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

- 8.2 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 the implementation of this Agreement.
- 8.3 Each party shall use its best 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.
- 8.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 8.5 This clause shall survive termination of this Agreement, however arising.

9. **DISCLAIMER**

- 9.1 We give You no warranty or assurance, except as set out in clause **Error! Reference source not found.** above. We declare and You acknowledge that all implied warranties and conditions are excluded to the maximum extent permitted by law.
- 9.2 Our policy is to conduct our business at all times in a professional manner and to best practice standards. We use our best endeavours to maintain the Content up to date and to develop Our Services to meet subscribers' needs. However, You should note in particular:
- 9.2.1 The Content is not intended to constitute a definitive or complete statement of the best practice standards of the automotive industry on any subject.
- 9.2.2 We are a provider of theoretical and practical know-how and resources pertaining to the automotive industry. The Services are designed for use by, and to complement the existing knowledge of, properly trained technicians and mechanics who have an understanding of automotive technology. We do not accept any responsibility for action taken as a result of information provided by Us. The Services are general and educational in nature, may not reflect all recent industry developments and may not apply to the specific circumstances of individual vehicles. If in doubt you should contact Us and in the meantime take no further action.
- 9.2.3 We give You no warranty or assurance that the Services and Our means of delivering them are compatible with Your software or computer or other device configuration.
- 9.2.4 We may change part or all of any Service at Our discretion.
- 9.2.5 Nothing in this Agreement shall be deemed to constitute a representation, guarantee or promise that a particular result will be produced due to the use of the Content or the Services.

10. **LIABILITY**

- 10.1 This clause sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents, contributors, consultants and sub-contractors) to You in respect of:
- 10.1.1 any breach of this Agreement;
- 10.1.2 any use made by You of the Services or the Software or any part of them; and
- 10.1.3 any representation, statement or tortious act or omission (whether negligent or otherwise) arising under or in connection with this Agreement.

10.2 Except as expressly and specifically provided in this Agreement and particularly clause **Error! Reference source not found.**

10.2.1 You assume sole responsibility, and We shall have no liability, for results obtained from the use of the Software and the Services by You, and for conclusions drawn from such use; and

10.2.2 all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

10.3 Nothing in this Agreement excludes Our liability:

10.3.1 for death or personal injury caused by Our negligence; or

10.3.2 for fraud or fraudulent misrepresentation.

10.4 Subject to clause **Error! Reference source not found.** and clause **Error! Reference source not found.** above:

10.4.1 We shall not be liable for any loss of profits, loss of business, depletion of goodwill or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising; and

10.4.2 Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to £1 million. You acknowledge that this limitation is reasonable.

10.5 Under this clause, "**our liability**" includes that of any company in Our group and Our and their respective agents, employees, contributors and consultants and sub-contractors, "**You**" includes any other party claiming through You and "**loss or damage**" includes any losses, damages, costs or expenses whatsoever or howsoever arising in connection with the Service, whether under this Agreement or other agreement or in consequence of any misrepresentation, misstatement or tortious act or omission, including negligence.

10.6 We shall have no liability to You under this Agreement if We are prevented from or delayed in performing Our obligations under this Agreement or from carrying on business by acts, events, omissions or accidents beyond Our reasonable control, including without limitation default of sub-contractors, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or communications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

11. TERMINATION

11.1 Either party may terminate this Agreement with immediate effect by notice in writing if You or We are in material breach of any of its terms where such breach is irremediable or (if such breach is remediable) if the breach is not remedied within the period of twenty working days after written notice of it has been given to the party in breach. If We are in material breach as a result of circumstances within Our control, You will be entitled to pro-rata return of the Subscription Fee. If You are in material breach, You are not entitled to a return of any part of the Subscription Fee.

11.2 Notwithstanding clause **Error! Reference source not found.**, if payment of the Subscription Fee is not made in full by the due date(s), without prejudice to any rights or remedies otherwise available, We reserve the right to (a) charge interest on the outstanding balance of all overdue sums at the rate of 3% per annum above the current base rate at HSBC Bank plc or the maximum interest rate permitted by law, whichever is the greater; and (b) immediately withdraw access to the Services.

11.3 On termination of this Agreement for any reason:

11.3.1 all licences granted under this Agreement shall immediately terminate;

11.3.2 subject to the exceptions in this sub-clause, You will take reasonable steps to delete the Software and the Content from Your electronic media, including Your intranet and electronic storage devices so that You no longer have an electronically functional copy of the Software or any part of the Content; and

11.3.3 termination 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. GENERAL PROVISIONS

12.1 The rights provided under this Agreement are granted to You only, and shall not without Our prior written consent be considered granted to any subsidiary or holding company. You may not, without Our prior written consent, assign, transfer, charge, sub-contract, sub-licence or deal in any other manner with all or any of Your rights or obligations under this Agreement.

12.2 This Agreement is not intended to benefit anyone other than the parties to it and, in particular, no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

12.3 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

12.4 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

12.5 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

12.6 This Agreement, Subscription Fee and any agreed written record identifying Authorised Users constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement. Each of the parties acknowledges and agrees that in entering into this Agreement 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 this Agreement. The only remedy available to it for breach of the Agreement shall be for breach of contract under the terms of this Agreement.

12.7 English law governs this Agreement and the parties submit to the non-exclusive jurisdiction of the English courts.