

**PLEASE READ CAREFULLY BEFORE DOWNLOADING OUR APP AND/OR USING THE DIRECT ENGLISH SERVICE:**

This user licence agreement (“**Licence**”) is a legal agreement between you (“**Licensee**” or “**you**”) and Linguaphone Group Limited of Liongate Enterprise Park, 80 Morden Road, Mitcham CR4 4PH, United Kingdom (“**Licensor**”, “**us**” or “**we**”) for your use of the Direct English Live online portal, its content and related computer software, any related app, the data supplied with such software or app, and any associated media (“**DE Live**”).

We license use of DE Live to you on the basis of this Licence. We do not sell any part of DE Live to you. We remain the owners of all elements of DE Live at all times.

**IMPORTANT NOTICE TO ALL USERS:**

- BY ACCESSING AND USING DE LIVE YOU ARE ACCEPTING AND AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN **CLAUSE 4**.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE DE LIVE TO YOU AND YOU MUST DISCONTINUE ALL ACCESS TO AND USE OF DE LIVE AND ALL DOWLOADING OF SOFTWARE OR APPS NOW.

**You should print a copy of this Licence for future reference.**

**1. Grant and scope of licence**

- 1.1 Subject to the terms of this Licence and in consideration of you agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, non-transferable licence to use DE Live on the terms of this Licence.
- 1.2 We or your school or other educational services provided will provide you with a unique password to enable your access to and use of DE Live.
- 1.3 To the extent reasonably necessary for your language learning requirements as part of any Direct English learning programme, you may for your own personal, non-commercial use only, retrieve, display and view any content made available to you via DE Live on a computer screen and print copies of extracts of such content for personal use only and not for redistribution to any third party. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any content or any part thereof without our written permission.

## 2. **Restrictions**

2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy any element of DE Live nor to rent, lease, sub-license, loan, share, distribute, translate, merge, adapt, vary or modify any element of DE Live;
- (b) not to make alterations to, or modifications of, the whole or any part of DE Live, nor permit DE Live or any part of it to be combined with, or become incorporated in, any other programs;
- (c) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of any software forming part of DE Live nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of such software with another software program, and provided that the information obtained by you during such activities:
  - (i) is used only for the purpose of achieving inter-operability of such software with another software program; and
  - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - (iii) is not used to create any software which is substantially similar to such software;
- (d) to keep any permitted copies of any element of DE Live secure;
- (e) to include our copyright notice on all entire and partial copies you make of any element of DE Live on any medium;
- (f) not to share, disclose or permit the sharing, disclosure or use of your unique password by any third party at any time. Without limiting the foregoing, you shall ensure that your unique password is not stored on any computer or device used by you such that any other user of that computer or device could or would be able to use or access your password;
- (g) to ensure that your unique password is only used on one computer or device by you at any one time;
- (h) to notify us and your school or educational services provider immediately if you

are aware or suspect that your password is no longer secure and/or that third parties may have or have had access to the same.

**3. Intellectual property rights**

- 3.1 You acknowledge that all intellectual property rights in all elements of DE Live anywhere in the world belong to us, that rights in the same are licensed (not sold) to you, and that you have no rights in, or to, any element of DE Live other than the right to use them in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to any software provided to you or which you may access via DE Live in source code form.
- 3.3 If you are a consumer, this warranty is in addition to your legal rights in relation to Software that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

**4. Limitation of liability**

- 4.1 You acknowledge that DE Live has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of DE Live meet your requirements.
- 4.2 We only make DE Live available for domestic and private use. You agree not to use DE Live for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Similarly, subject to clause 4.3 below, we exclude all liability for indirect and consequential losses you may suffer however arising in connection with DE Live, this Licence or anything connected with the same.
- 4.3 Nothing in this Licence shall limit or exclude our liability for:
  - (a) death or personal injury resulting from our negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability that cannot be excluded or limited by English law.

**5. Termination**

- 5.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so. In the event of any such breach, without limiting our rights above, we shall also be entitled to suspend all access by you to DE Live forthwith on notice to you until such time as all breaches

are remedied to our reasonable satisfaction (if remediable).

5.2 Upon termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must immediately cease all activities authorised by this Licence; and
- (c) you must immediately delete or remove any software made available to you via, or forming part of, DE Live from all computer equipment and devices in your possession.

**6. Communications between us**

6.1 If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by e-mail or by pre-paid post to Linguaphone Group Limited at Liongate Enterprise Park, 80 Morden Road, Mitcham CR4 4PH, United Kingdom or [admin@directenglish.com](mailto:admin@directenglish.com). We will confirm receipt of this by contacting you in writing, normally by e-mail.

6.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us.

**7. Events outside our control**

7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

7.2 If such an event takes place that affects the performance of our obligations under this Licence:

- (a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the event in question and its effect on us; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the event.

**8. Other important terms**

8.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

- 8.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 8.3 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 8.4 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 8.5 Please note that this Licence, 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.