

ELECTRONIC SINGLE HOME USER LICENCE AGREEMENT

FOR **DYNAMIC LEARNING (HOME STANDALONE EDITION)** SOFTWARE published by Hodder Education (H.E.).

THIS IS A CONTRACT. BY USING THE ACCOMPANYING SOFTWARE YOU AND OTHERS TO WHOM YOU ALLOW ACCESS TO THE SOFTWARE ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This End User Licence Agreement refers to the accompanying **Dynamic Learning** software on this disc or in this download (the Software) and shall also apply to any upgrades, modified versions or updates of the Software licensed to you by Hodder Education. Please read this Agreement carefully, as use of the Software denotes acceptance of the Agreement. If you do not accept this Agreement, you may not run the Software.

Upon your acceptance of this Agreement, Hodder Education grants to you a non-exclusive, non-transferable licence to run and use the Software, subject to the following:

1. Use of the Software. The Software has been designed, and is licensed, only to be used by individual students at home. You may only install the Software on a hard disk or other storage device of a single computer and it may not be used by more than one computer at a time. The Software must not be used within a school, college, or other educational establishment, although students resident in boarding schools are permitted to use the Software for the purposes of self-study. You may not make or distribute any copies of the Software, or use it in any way not specified in this Agreement. A Network Edition of most Dynamic Learning titles is available for use in schools and colleges. Please see www.dynamic-learning.co.uk for details.

2. Copyright. The Software is owned by Hodder Education and its authors and suppliers, and is protected by Copyright Law. Except as stated above, this Agreement does not grant you any intellectual property rights in the Software or in the contents of this disc as sold. All moral rights of artists and all other contributors to the Software are hereby asserted.

3. Restrictions. You assume full responsibility for the use of the Software and agree to use the Software legally and responsibly. You agree that you or any other person shall NOT: use or copy the Software otherwise than as specified in clause 1; transfer, distribute, rent, loan, lease, sub-lease or otherwise deal in the Software or any part of it; alter, adapt, merge, modify or translate the whole or any part of the Software for any purpose; or permit the whole or any part of the Software to be combined with or incorporated in any other product or program. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.

4. No Warranty. The Software is being delivered to you AS IS and Hodder Education makes no warranty as to its use or performance except that the Software will perform substantially as specified. HODDER EDUCATION AND ITS AUTHORS AND SUPPLIERS DO NOT AND CANNOT GIVE ANY WARRANTY REGARDING THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR ACCOMPANYING OR DERIVED DOCUMENTATION. HODDER EDUCATION AND ITS AUTHORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, THE CONTENT OF THE SOFTWARE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL HODDER EDUCATION OR ITS AUTHORS OR SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY (INCLUDING PERSONS WITH WHOM YOU HAVE USED THE SOFTWARE TO PROVIDE LEARNING SUPPORT) ARISING OUT OF YOUR USE OF THE SOFTWARE.

5. Entire liability. Hodder Education's entire liability, and your sole remedy for a breach of the warranty given under Clause 4, is (a) the replacement of the Software not meeting the above limited warranty and which is returned by you within 90 days of purchase; or (b) if Hodder Education or its distributors are unable to deliver a replacement copy of the Software you may terminate this Agreement by returning the Software within 90 days of purchase. All other liabilities of Hodder Education including, without limitation, indirect, consequential and economic loss and loss of profits, together with all warranties, are hereby excluded to the fullest extent permitted by law.

6. Governing Law and General Provisions. This Agreement shall be governed by the laws of England and any actions arising shall be brought before the courts of England. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain wholly valid and enforceable according to its terms. All rights not specifically licensed to you under this Agreement are reserved to Hodder Education. This Agreement shall automatically terminate upon failure by you to comply with its terms. This Agreement is the entire and only agreement between the parties relating to its subject matter. It supersedes any and all previous agreements and understandings (whether written or oral) relating to its subject matter and may only be amended in writing, signed on behalf of both parties.

7. All content (including images and video) supplied by third-party copyright holders is licensed for use within the Software. Use of the content is restricted under the same terms and conditions pertaining to the Software as outlined in this Agreement. By accepting its terms you agree to ensure that all third-party copyright content must not be used for distribution, given to any other party or used for commercial gain. Failure to comply with this requirement may result in legal action under copyright law. For the avoidance of doubt, some third-party copyright content that has been included in this Dynamic Learning title can be saved to the user's computer as individual files. This is denoted by the presence of a Save function in Dynamic Learning's user interface (either in association with pop-up windows or the My Work function). Saved resources may only be used for the purposes of the purchasing individual's learning and may not be distributed wider by any user of the Software.