

WHO ELSE WRITES LIKE...? and / or WHO NEXT...? School Licence Agreement

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE ONLINE RESOURCE(S)

This Licence Agreement is between **Fiction Explorer Ltd** ("We or Us") and the **school** to whom we have agreed to supply the online Services and Materials ("You"). The following terms and conditions govern your use of the online services supplied by Us, whoelsewriteslike.com and www.whonextguide.com ("the Services") and the materials and content available therein ("Materials"): The terms and conditions contain the entire Agreement between Us and You.

Terms of Services

We welcome You to the Services. These are our terms and conditions (the "Terms") for use of the Services, which You may access in several ways, including but not limited to the World Wide Web, PDA, and mobile phone. These Terms apply whenever You access the Services, on whatever device, and regardless of how You access them.

By using the Services, You are deemed to have accepted these Terms.

The Services require registration. By completing the initial order form and by entering your email address and password on login, You will be deemed to have accepted these Terms.

If You have registered with Us and subsequently change your details, You should immediately notify Us.

1. Registration

When You register, an individual of your school will be given access to the Admin area of the sites, via email address and password, to manage your members' usage of the Services on the condition that:

- i. the email addresses and passwords issued are personal to members of your institution allowing up to 50 users to access the Services, and may not be used by anyone else;
- ii. if access is via IP authentication, this is restricted to your school's IP range;
- iii. You will not assist anyone who is not a registered user to gain access to any area of the Services, and
- iv. You comply with these Terms.

If, for any reason, We believe that You have not complied with these requirements, We may, at our discretion and without advance notice, cancel your access to the registration areas of the Services.

2. Termination of registration

If We wish to bring your access to an end, We will notify You at the email address You have used to register. Your email address and password will thereupon become invalid on the Services.

3. Termination of subscription

Services are supplied in return for paid subscriptions. Content made available through paid subscriptions will not be available to the user beyond the term of the subscription, unless renewed.

4. Use of material appearing on the Services

“Material” means text, video, graphics and sound material, as well as material in other formats, distributed through the Services, whether owned by Us or a third party.

You may download and print extracts from the Material and make copies of these for your own personal and non-commercial use only. You are not allowed to download or print the Material, or extracts from it, in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or any substantial part of the Material.

You must not spider or systematically/mechanically interrogate the Services without our advance written permission.

You must not reproduce any part of the Services or the Material, transmit it to or store it in any other website or disseminate any part of the Material in any other form, nor may You make any derivative works therefrom, unless We have indicated in writing in advance that You may do so.

You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Services.

5. Disclaimer: Limitation of liability

To the extent permitted at law, neither We nor our licensors accept any responsibility for any statement or omission in the Material. The Material is not a substitute for specialist professional advice. Nothing in the Material is provided for any specific purpose or at the request of any particular person.

For the avoidance of confusion, We will not be liable for any loss caused as a result of your doing, or not doing, anything as a result of viewing reading or listening to the Material or any part of it (except for death or personal injury attributable to our negligence, to the extent We are not permitted by law to disclaim such liability).

We are not liable for any indirect, special, consequential, incidental damages, including but not limited to lost data or lost profits, even if We have been advised of the possibility of such damages. Our liability and that of our licensors for damages under these Terms shall in no event exceed the amount paid by You, if any, for the services as to which the claim arose. The parties agree to the allocation of liability which is set forth herein.

THE SERVICES AND MATERIALS ARE PROVIDED “AS IS”™. WE DO NOT GIVE ANY WARRANTIES OF ANY KIND CONCERNING THE SERVICES OR THE MATERIAL, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. We do not warrant that the Services or Materials are virus free. You must take your own precautions in this respect.

6. Links

You can access other sites via links from the Services. These sites are not under our control and We are not responsible in any way for their content.

7. Third party material on the Services

You may see advertising material submitted by third parties on the Services. Individual publications and their advertisers are solely responsible for the content of advertising material which they submit to Us, including ensuring that it complies with relevant legislation. We accept no responsibility for the content of advertising material, including, without limitation, any error, omission or inaccuracy therein.

8. Variations

These Terms may be varied from time to time. Please ensure that You review these Terms regularly as You will be deemed to have accepted a variation if You continue to use the site after it has been posted.

9. Force majeure

Although We will use reasonable commercial efforts to provide constant, uninterrupted access to the Services We do not guarantee this. We accept no responsibility or liability for any interruption or delay.

10. Governing Law & Jurisdiction

These Terms are governed by English law and the parties agree to submit to the exclusive jurisdiction of courts in London.