

End-user License Agreement (EULA)

Reallyenglish.com Co., Ltd. is a company incorporated in the United Kingdom and its principal place of business is at 87 Worship Street, London EC2A 2BE, United Kingdom (hereinafter from time to time referred to as 'we' or 'us').

By accessing and using this website you (defined below as Licensed Users and/or Authorised Users) are indicating that you accept the terms and conditions set out below. Users who do not accept these terms of use are not authorised to use or continue using this website.

We may amend these terms of use at any time and any revised version will be effective immediately that it is displayed on this website.

Access

This EULA grants purchasing institutions and individuals ('Licensed Users') a non-exclusive, non-transferable licence to access all copyright content delivered via an online platform accessed on this website, the content delivered via an online platform hereinafter referred to as 'the Product'). Where a Licensed User is an institution that has purchased access on a site license basis, such institutional Licensed Users are further permitted to grant access to the Product to Authorised Users. 'Authorised Users' is defined as individuals authorised by institutional Licensed Users to access and use the Product.

Where a Licensed User is an individual, such Licensed User is entitled to access the Product for his/her own private individual use only, as if he/she were an Authorised User, and shall not acquire any rights under this EULA to permit access or use of the Product by any other person.

The principal form of access will be via user ID and passwords which will be issued to, or created by Licensed Users. Licensed Users are entirely liable for all activities conducted through and using such user names and passwords, and are responsible for ensuring Authorised Users are aware of the terms of this EULA and comply with this EULA. Usernames and passwords must be kept confidential and may only be used by the Licensed Users and Authorised Users under the terms of this EULA. Unauthorised use of the username and password, either with or without the Licensed Users' knowledge and consent, shall be considered a breach of this EULA. Licensed Users agree to notify us of any known or suspected breach of security, including loss, theft or disclosure of usernames and passwords.

Obligations of the Licensed Users

Each Licensed User shall use best endeavours to monitor compliance and immediately upon becoming aware of any unauthorised use or other breach by one of its Authorised Users, or any other party, inform us and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence. The Licensed Users shall use best endeavours to ensure that all Authorised Users are appropriately notified of the importance of respecting the intellectual property rights in the Product. The Licensed Users shall be responsible for ensuring that adequate security is in place in order that only Authorised Users can gain access to the Product.

Use of this site

We own or are licensed to use all intellectual property rights in and to this website and all technical infrastructure relating to it. Both Licensed Users and Authorised Users undertake to ensure that the intellectual property rights of the copyright holders and the software owners and the moral rights of the authors of the Product (and the content comprising it) are not infringed.

In addition to the terms of use set out in this EULA, where content comprising the Product is supplied by a third party, Licensed Users and Authorised Users may be required to accept an additional end-user license agreement. In such an instance the Licensed Users and Authorised Users shall be notified of this additional requirement and must accept the additional terms prior to being granted access to the Product.

Permitted uses

Licensed Users and Authorised Users may, to the extent available as a functionality of the Product, do any or all of the following:

- access, search and view the Product;
- interact, use collaboration tools, and view progress results; and
- download and print selected content comprising the Product,

provided that no trade mark, copyright or other proprietary notices contained in or appearing on the Product (and the content comprising it) are removed in whole or in part.

All other rights are reserved.

Prohibited uses

In accessing any part of this website, Licensed Users and Authorised Users agree NOT to:

- engage in systematic copying or unauthorised downloading of the Product (and the content comprising it) or transmit any part of the Product (and the content comprising it) by any means to any unauthorised user;
- allow copies to be stored or accessed by an unauthorised user;
- Make the Product (and the content comprising it) available in any other form or medium or create derivative works, in whole or in part, without the written permission of the relevant copyright holders;
- alter, amend, modify or change the Product (and the content comprising it);
- reproduce or exploit the Product (and the content comprising it), in whole or in part, for commercial gain;
- use the site in such a way that disrupts, interferes with or restricts the use of the site by other users;
- upload, display or transmit any materials through this website which are false, offensive, defamatory, threatening, obscene, unlawful or which infringe the rights of any other person anywhere in the world;
- reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of the site or attempt to transmit to or via the site any information that contains a virus, worm, trojan horse or other harmful or disruptive component; or

- change, modify, delete, interfere with or misuse data contained on the site and entered by or relating to any third-party user of the site.

Reallyenglish.com Co., Ltd reserves the right to, as it deems appropriate or upon written request from other copyright holders of the Product, withdraw Licensed Users' and Authorised Users' access to the Product in the event of a systematic breach of these conditions.

Uploaded Material

Licensed Users and Authorised Users may upload material, and edit such material, as part of the functionality of the Product ('Uploaded Material'). Licensed Users and Authorised Users acknowledge that all such Uploaded Material is the sole responsibility of Licensed Users and Authorised Users, who shall be solely liable for any misuse. Any Uploaded Material is posted without the knowledge of Reallyenglish.com Co. Ltd or other copyright holders of the Product.

Reallyenglish.com Co., Ltd and other copyright holders of the Product shall have no liability to Licensed Users or Authorised Users or to any other individual/institution for any damage, loss, cost, claim or expense suffered by Licensed Users or Authorised Users or by any other individual/institution arising directly or indirectly from the posting of such Uploaded Material and the use made of it by Licensed Users or Authorised Users or any other individual/institution.

Licensed Users and Authorised Users undertake not to use the uploading facility to:

- post advertising or promotional materials or transmit any 'junk mail' 'spam' or 'chain letters' or any other form of solicitation for goods or services;
- post any material that you do not have the right to post under any law or under any other obligatory relationship;
- post any material that infringes any intellectual property right including without limitation patent, trademark, trade secret, copyright, or other proprietary rights of any other person;
- post any material that is defamatory, libelous, unlawful, threatening or harmful, abusive, harassing, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- import any Uploaded Material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- promote or provide instructional information about illegal activities, physical harm or injury against any group or individual; or
- engage in any commercial activities.

Moderation

All or parts of this site may not be moderated. Reallyenglish.com Co. Ltd and all other copyright holders of the Product will not be responsible as author, editor or publisher of any

Uploaded Material included on this site and we expressly exclude our liability for any loss or damage arising from the use of the Uploaded Material by any person.

Content standards

Certain parts of the Product may be subject to access restrictions due to the age of the user, the audience as a whole, or the appropriateness of the content forming that part of the Product. In such instances that part of the Product may be clearly marked with an icon and/or text data detailing such restrictions. Licensed Users and Authorised Users found to be in breach of this term of this EULA shall have their access terminated with immediate effect.

Use of this site by minors

The use of this site by minors is deemed to be with the consent of their parent or guardian. We advise parents who permit their children to use this site that it is important that they communicate with their children about their safety online. Minors who are using this site should be made aware of the potential risks to them and of their obligation to comply with the terms of this EULA when using this site.

Right of withdrawal of access or content / Uploaded Material

Where we consider there to have been a deliberate and/or systematic breach of the terms of this EULA by Licensed Users and/or Authorised Users, or upon request from other copyright holders of the Product, we reserve the right to immediately, temporarily or permanently withdraw such users' right to use the Product.

Where we have reasonable grounds to believe any part of the Product (and the content comprising it) or Uploaded Material infringes copyright, is defamatory, obscene, unlawful, objectionable or otherwise does not satisfy the provisions of this EULA, we reserve the right to promptly remove, or disable access to, all or part of the Product and/or Uploaded Material at any time and Licensed Users and Authorised Users will be notified of such withdrawal at the time Licensed Users or Authorised Users try to select the Product / Uploaded Material.

Complaints

In the event that Licensed Users or Authorised Users wish to complain about content or Uploaded Material included in the Product, it should report the content / Uploaded Material to us at the following address: 87 Worship Street, London EC2A 2BE, United Kingdom. Any such complaint should include the following details:

- Name and email address of the Licensed User or Authorised User reporting the infringement;
- The nature of the infringement (copyright infringement, obscene or abusive content, defamation, etc);
- A hyperlink and reference number (where applicable) to the content / Uploaded Material in question;

- Confirmation that in the case of someone reporting a copyright infringement, you are the copyright holder or are authorised to act on the copyright holder's behalf.

We will review complaints promptly and will inform you of the outcome of our review within a reasonable time of receiving your complaint.

Exclusions and limitations of liability

Licensed Users and Authorised Users (hereinafter referred to as 'you') should ensure that you have appropriate protection against viruses and other security arrangements in place whilst using the Internet.

Although every reasonable effort has been made to ensure that the information on this site was accurate at the time of publication, it is subject to variation at any time without notice and we do not give any warranty that any such information will be accurate or complete at any particular time or at all.

This site and any information or other material contained in it are made available strictly on the basis that you accept it on an 'as is' and 'as available' basis. Where you rely on any information or other material contained in it, you do so entirely at your own risk and you accept that all warranties, conditions and undertakings, express or implied, whether by common law, statute, trade usage, course of dealings or otherwise in respect of this website are excluded to the fullest extent permitted by law.

We exclude all liability whatsoever, to the fullest extent permitted by law, in respect of any loss or damage resulting or arising from any non-availability or use of this site or of any other site linked to it, or from reliance on the contents of this site or any material or content accessed through it.

We exclude all liability whatsoever, to the fullest extent permitted by law, in respect of any loss or damage to any user who accesses the Product / Content / Uploaded Material that is not suitable because of age or appropriateness, or which the user deems to be offensive or otherwise objectionable.

Use of Statistical Data

Reallyenglish.com Co., Ltd shall, under the terms of this EULA, be permitted to use statistical data arising out of use of this site by Licensed Users and Authorised Users. Reallyenglish.com Co., Ltd undertake to use this data only for internal editorial purposes, academic research purposes, recommending products to users, and to monitor usage of this site and the Product. Reallyenglish.com Co., Ltd may pass this data to any of its offices or related companies worldwide and to any of the other copyright holders of the Product and they shall be permitted to use such data for the purposes of carrying out the same tasks. Personal Data may be included in this statistical data and Licensed Users and Authorised Users consent to the hereinmentioned use of such Personal Data. The privacy policy (detailed below) will remain in force at all times.

Fair Dealing

Nothing in this EULA shall limit your rights to undertake 'fair dealing' of the Content as that term is defined under the Copyright, Design and Patent Act 1988.

Termination

This EULA shall remain in full force and effect for as long as you continue to access and use the Product, unless you commit a material breach of this EULA, in which case we may at our discretion terminate the EULA, and/or exercise all rights and remedies which may be available to us in law or equity. Upon termination of this EULA for any reason a) all rights granted to you under this EULA shall revert to us, and b) you agree to continue to adhere to the provisions of the EULA relating to any intellectual property of Reallyenglish.com Co., Ltd, the other Product and Content copyright holders, or any third-party rightsholders. Termination of this EULA shall not affect any claim which we may have for damages or otherwise.

Privacy Policy

If you supply personal details through this website then you consent to our maintaining, recording, holding and using such personal data in accordance with our general 'Privacy Policy': see <below>. Personal information collected in this way will be added to our access control database (which may be hosted by a third-party hosting company).

Data Protection

For the purposes of this EULA, Personal Data has the meaning given in the Data Protection Act 1998. Reallyenglish.com Co., Ltd warrants that to the extent it processes any Personal Data on behalf of a real person that is a Licensed User or an Authorised User:

- it shall act only on instructions from the Authorised and/or Licensed User; and
- it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

Reallyenglish.com Co., Ltd shall treat any Personal Data or other data submitted to this site as Confidential Information belonging to the Licensed User and/or Authorised User. Notwithstanding the foregoing, Licensed Users and Authorised Users agree that in the event that a Product includes options for Licensed Users/Authorised Users to track Product usage and other statistics that may involve disclosure Personal Data, by using the Product they are deemed to consent to such disclosure of Personal Data.

Links

Links from this website are provided for information and convenience only and we have no control over and cannot therefore accept responsibility or liability for the content of any linked third-party website. We do not endorse any linked website.

Jurisdiction

This site has been designed and these terms of use shall be governed by and construed in accordance with the Law of England. Any dispute arising out of the accessing or use of this website shall be subject to the jurisdiction of the English courts.

Privacy policy

Reallyenglish.com Co., Ltd. offers an on-line learning system which focuses primarily on the delivery of language teaching material. The system has been designed specifically for Japanese learners and was developed by a team of experienced language teachers and specialists. Through this e-learning system we have been able to offer the best and most modern English teaching available in a flexible and interactive way. We have always taken the utmost care in protecting our clients' private information but have recently undertaken a comprehensive review of our policy in protecting and administrating the private information which forms a fundamental part of our business, and we wish to announce that all our staff will aim to pursue the following policy.

1. We will only conduct the appropriate collection, usage and offering of private information needed for the delivery of our services and the carrying out of our operations. We will not handle private information which is unnecessary in fulfilling these objectives and we will take measures to prevent any such handling.
2. At no time will we hold any financial information.
3. We strictly follow privacy protection laws as well as any government guidelines and regulations in handling private information within our company.
4. We maintain strict administration of private information and will not show or offer them to a third party unless prior consent has been received. We will take appropriate measures to avoid illegal access to, loss of, falsification, destruction or breach of privacy of private information. In case of any breach of privacy, etc., we will take prompt action to investigate the cause and correct it.
5. When there are any inquiries or complaints about privacy handling, we will look into the matter promptly and make efforts to take care of them as required.
6. We assure continuous improvement of our privacy protection policy management system.

Date of enactment 1st July 2007

Reallyenglish.com Co., Ltd.

CEO Nigel Killick

For inquiries about private information, please contact:

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