

# **TERMS & CONDITIONS OF USE**

*Please read the terms and conditions provided herein carefully because your use of this website and any and all of the services and products available to you for your purchase through this website will be subject to these terms and conditions and by using the website and purchasing any of the available products that have been created for your use AND/OR any of the services you then agree to be bound as a result.*

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## **Your general use of this Website & the Products available herein**

1. You may only use this website and the material and products contained herein for your own personal use in accordance with the terms and conditions as prescribed here.
  
2. You may -
  - (a) browse the website using a compatible web browser;
  - (b) make transient or cached copies of parts of the website to the extent that this occurs in the normal course of using your browser and where such copies are only used to facilitate current or subsequent access to the website by you.
  
3. Except to the extent that is set out in these terms and conditions, you are **NOT** allowed to -
  - (a) make any copies of any part of the website or products herein except when you purchase them with the currency of your country and then only for your personal use;
  - (b) remove or change anything on the website or the products available herein;
  - (c) include or create links to or from the website or the products herein unless you have a signed written agreement from the proprietor;
  - (d) copy or use any material from the website for any commercial purpose; or
  - (e) remove or change any copyright, trade mark or other intellectual property right notices that are contained in the original material or from any material purchase from this website.
  
4. All intellectual property rights in any material (including products, text, photographs and other images and sound, trade marks and logos) contained in this website and in the products herein are either owned by the proprietor and are reserved as a result, have been specifically licensed to the proprietor as part of these activities, **AND/OR** are accredited with references where necessary as far

as humanly possible.

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## **Liability**

5. The proprietor has sought to make every effort to make sure that all information contained on the website and in the products sold and distributed herein is correct, but does not accept any liability for any error or omission however slight or any action that you may take as a result of relying on any of the information provided in this website or the products distributed herein as they are merely there to assist you and offer no guarantees of success to you from their use.
  6. The website/products distributed herein may, from time-to-time, include links to other external websites to provide you with access to information and services that you may find useful or interesting in good faith, but the proprietor is not responsible for either the content or your use of these website and pages or for anything provided by them as they remain their respective authors responsibility so any matters of concern should be taken up with them.
  7. More generally, the proprietor excludes liability for any and all eventualities that may arise from your use of the website and the products that are purchased herein freely by yourself at both your own behest and risk in the circumstances.
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## **Purchasing Products from the Website**

8. All sales of products made via their purchase through this website are deemed to be final.
9. You may only purchase products that are available for you on this website through Paypal unless it is otherwise expressly agreed so that it is then solely your responsibility to register a Paypal account and to recognised that your personal details will be collected, held and used according to Paypal's terms and conditions and with us in the context of this purchase and for the electronic distribution of your purchased product allied to the circumstances prescribed by the proprietor's home state.
10. The proprietor is not responsible for the way in which Paypal is run or as to how your e-mailing platform deals with any notification of purchase e-mail from either Paypal or AcademicFX so please check all of your e-mail folders and make sure that your e-mail address is correct.

11. The proprietor is not responsible for your personal computer system not being able to open either part or all of any or all of the products distributed herein or bear any liability for any problems caused by the general running of the Internet through your service provider so you may need to check your system for updates and errors where problems arise.
  12. Whilst the proprietor accepts no obligation to monitor the use of the website and the purchase of products herein, they reserve the right to disclose any information as required by the law of the land and/or to take such other action as may be reasonably necessary to prevent any breach of these terms and conditions or any breach of applicable law or regulation in this regard.
  13. If you believe an unauthorized or otherwise problematic transaction has taken place under your account due to theft or fraudulent use of your details, you agree to notify us immediately, otherwise you waive all claims related to fraudulent payments to the fullest extent permitted by English law unless you submit the claim within 28 days of the charge for purchase being made.
  14. The proprietor will also in its absolute discretion fully co-operate with law enforcement and other relevant authorities with respect to any investigation of suspected unlawful activity on your part.
  15. You agree that you are purchasing products available for your own personal use and you will not distribute or make available for purchase either the whole or any part of these same products without first receiving express permission in writing from the proprietor and the author.
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### **Your use of the Website**

16. You must only use the website and any products available herein for lawful purposes and you must comply with all applicable laws, statutes, regulations and terms and conditions that relate to such usage otherwise you will be prosecuted to the fullest extent of the law.
17. You agree your use of the website is on an 'as is' and 'as available' basis and that your use of the website is at your sole risk and that the proprietor is not liable for any action you may take as a result of relying on any information provided in this website or any of the products sold and distributed herein because it is guidance that is not meant as a promise of higher marks and better grades as it may or may not help you in your studies.

18. You agree that your use of this website and the products purchased by and distributed to you is on an 'as is' and 'as available' basis.
  19. Your use of this website is at your sole risk because the proprietor has no liability to you in respect of or the effects of such material and will not enter into any conditions, warranties or other terms in relation to this website or the products sold herein (including any implied term relating to quality, fitness for a particular purpose) and disclaim these to the fullest extent under the applicable law.
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### **The Running & Maintenance of this Website**

20. The proprietor may elect to close down this website at any time without notice and may change the format and content of the website from time-to-time to update and include new products and further editions of current products so you should refresh your browser each time you visit the website to ensure you download the most up-to-date version.
  21. The proprietor may suspend the operation of this website for repair, maintenance work, or to update or upgrade the contents or functionality of the website and the distribution of the products herein from time-to-time - although every effort will be made to keep disruptions to a minimal access to or use of the website or any websites or pages linked to it will be not necessarily be uninterrupted or error free at the discretion of these other website owners.
  22. The proprietor reserves the right to change the format and content of the website and the products distributed herein (including their price and content) from time-to-time as they see fit and in keeping with ongoing technical developments that serve to improve their distribution.
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### **Affiliates Program**

23. When you provide details of someone you have recommended any of our products to, you agree that you have permission to provide said details to us for the purposes of participation in said program and you bear full responsibility for any and all issues of liability that may accrue where said recommendation is made fraudulently and is unwarranted and for any expense or loss that results to the proprietor.

24. With regards to the affiliates program and the information you choose to give to participate, this is operated on a 'first-come-first served' basis and all names and e-mail addresses given as recommendations for potential purchases of any of the products distributed herein shall be used for providing information on and in relation to the purchase of the product that is being promoted at a given time as part of a particular program.
  25. Payments will only be made once at a nominal **£1 per copy** (or the currency equivalent) to the person who makes a recommendation to us first according to when (the time and the date) the information is received in our e-mail Inbox and the person that is recommended then purchases a copy from us and all decisions in this regard will be made by the proprietor and will be considered final from the date and time that they are made.
  26. The provision of another person's information (name and e-mail address) does not mean that they are in anyway obligated to purchase any of the products that are offered through this website and will only be kept for use relating to the potential distribution of the product regarding the affiliate program in a secure database under the person who recommended your details to us so that they may then accrue funds as part of our affiliates' scheme where a purchase is made.
  27. All decisions taken in relation to payments to anyone partaking in the affiliates program rest with the proprietor of this website whose decisions will be final on the amounts to be paid out to any participant as and when **£10** (or its currency equivalent) is accumulated by a given affiliate and not before (subject to the terms of any separate licensing agreements agreed upon with any individuals or organisations) that will be paid out at the end of that calendar month or within 5 working days depending on which arises later.
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### **Licensing Agreements**

28. Where you, your school, college, university or other organisation comes to us with an acceptable proposition with regards to the future distribution and sale of any of our products on a much broader scale we will look to reach an agreement with you on terms and conditions agreed upon between the parties depending on the numbers involved in the distribution (usually but not always over 1,000 will be considered acceptable for negotiation of further payments over the nominal amount stated above).
29. Generally payment will be made under the same terms and conditions and at the same rates as

prescribed under the preceding section regarding the 'Affiliates Program' with any extra payment agreed upon only being forthcoming from us where the numbers agreed upon for distribution are reached (i.e. those recommended purchase copies for themselves) with payments at the end of the calendar month or within 5 working days depending on which arises later.

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## **The Submission of Materials**

30. In the alternative, where you have further materials and/or resources to be distributed and sold through the avenues provided by this website and it is considered acceptable to us in our pursuit of quality products that will fit with those already being distributed through our platform we will look to reach an agreement on terms and conditions that are agreed upon between the parties depending on the size of the project that is involved and our projected distribution figures.
31. Please note that any materials that you submit to us for the purposes of evaluation will only be retained for the length of time that it takes to make a decision on the quality of those materials (usually but not always a maximum of 10 working days).
32. You agree that submission of any materials to us will be made by e-mail unless otherwise agreed.
33. All materials submitted to us must be completely original and have been written by you as an individual or as part of a collective project where the work is properly accredited (i.e. everyone who has been party to the writing of the project has their name included).
34. All materials submitted to us must be fully referenced where the need arises.
35. Unless otherwise agreed between the parties, any materials you submit to us will remain solely your copyright until otherwise agreed, whilst all materials will be held in the strictest confidence.
36. Where one or both parties decide NOT to proceed (for whatever reason including the material being deemed inappropriate), materials you submit to us will be destroyed and you will be sent an e-mail to this effect as it is not in our interests to retain materials where agreement cannot be reached.
37. All decisions taken in relation to work submitted to Academic FX are to be considered final and not subject to negotiation or further discussion.

38. Where a project is submitted to us that is considered suitable for publication and distribution as a product in the same way as those already on the Academic FX platform, this will also be subject to further terms and conditions. However, these terms and conditions are very specific to the area and length of the project involved as well as the costs to the company and will be open to discussion and made available to you if and when an offer is made to you.

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## **Privacy**

39. Your personal information from the use of this website and the purchase of products herein will be kept in keeping with the legal requirements of the state, for the purposes of distribution of a given product you have chosen to purchase and subject to the terms and conditions necessary to run the affiliates program (i.e. who is making recommendations, who they have recommended, and when they have made their purchase to then make payments to those who made said recommendations).

40. Information may also be provided to you from time-to-time by way of e-mail in relation to other similar products and offers that may be of interest for you in keeping with the Data Protection Act 1998 (as amended) unless you contact us to say that this is something that you do not want.

41. Aside from the circumstances recognised herein and required by the law of the home state of the proprietor and those of the consumer where necessary, your information will otherwise not be given either freely or for payment to any other third parties for any purpose without your express written permission being obtained and received by us prior to its distribution.

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## **Jurisdiction**

42. These terms and conditions detailed herein form the entire understanding of the parties and supersede any others that you may be privy to (unless it is otherwise stated) and shall be governed and interpreted in accordance with English law.

43. You consent to the non-exclusive jurisdiction of the English courts in this regard through your use of this website and your purchase of any products that are made available to you for your purchase herein.