

Software and Content Licence Agreement

This Software and Content Licence Agreement (“Agreement”) sets out the terms on which the ILEX Tutorial College Limited (“ITC”) authorises you the user (“User”) to use its Virtual Practitioner Software and Content (the “Software and Content”) during the 12 month Enrolment Period (Enrolment Period).

1. Grant of Licence

ITC grants the User a limited non-exclusive licence to use the Software and Content subject to the terms of this Agreement during the 12 months of the Enrolment Period. .

2. Authorised use

- The User may use the Software and Content during the Enrolment Period.
- The User will only use the Software and Content for her/his own personal education and training.
- The Software or Content may not be used by multiple users.
- The User acknowledges that it will not market or sell any product which is based in any way upon the Software or Content.
- The User must not use the Software or Content to provide online services or any other database services to any person.
- The User must not alter, adjust, edit, publish by any means, repair, modify, merge, translate, disassemble or reverse engineer the Software or Content.
- The User must not copy or save the Software or Content.
- The User must not distribute the Software or Content or make the Software or Content available in any form to any person without the prior written consent of ITC.
- The User must not use the Software or Content in any manner which infringes the intellectual property rights or any other rights of ITC.

3. Intellectual Property Rights

- The User acknowledges that the Software and Content contains confidential information, copyright materials, trademarks and other intellectual property rights of ITC.

- The User shall not do nor permit to be done any act, matter or thing that would constitute an infringement of those intellectual property rights, nor will it remove, tamper with or obscure any copyright or trade mark notices in respect of the Software or Content.

4. Warranties and Liability

- ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- IN NO EVENT WILL ITC BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OF ANY KIND ARISING OUT OF THE USE OF THE SOFTWARE OR CONTENT.

5. Term and termination

- This Agreement is effective from the first day of the Enrolment Period by the User and remains in force until terminated by ITC.
- The Agreement may be terminated by ITC before the end of the 12 month Enrolment Period upon a breach of this Agreement by the User .

6. Governing Law

This Agreement will be governed by and construed in accordance with the law of England and Wales.

7. Disclaimers

- Throughout the Software or Content, any resemblance to real persons, living or dead, or to any company, is purely co-incidental. All names used are fictional and not based on any real person.
- ITC is not responsible for the accuracy of any URLs contained within the software and the inclusion of any URLs does not imply endorsement by ITC.

ITC is not responsible for the contents of any external websites or any changes or updates made to them.