

1. Terms and Conditions

**CONCISE OXFORD DICTIONARY VIA SMS: TERMS AND CONDITIONS
IMPORTANT:**

When you register with us by sending us an SMS in the form LOOKUP Lunate (where Lunate is the word you want to look up) to number 83010, you are offering to enter into an agreement with us on the following Terms and Conditions. If we accept your registration, we will confirm your registration as a user by sending you an SMS containing the requested definition and, on our sending that SMS to you, an agreement ("the Agreement") for the supply of the Service will be created between you and Oxford University Press. We reserve the right to refuse to register anyone as a user of the Service, as we see fit.

You will not have the right to cancel the Agreement under regulation 10 of the Distance Selling Regulations 2000 once the supply to you of the Licensed Works has begun with your agreement. You agree that the supply to you of the Licensed Works may begin before the expiry of the cancellation period given by those Regulations. The supply to you of the Licensed Works will begin when we send you an SMS confirming your registration for the Service.

By registering with us, you are agreeing that you have read the [PRIVACY POLICY AND LEGAL NOTICE](http://www.askoxford.com/contactus/privacy) (<http://www.askoxford.com/contactus/privacy>)

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following expressions shall have the following meanings:

"Commercial Use" shall mean use for the purposes of monetary reward (whether by or for the Licensee, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Licensed Works;

"Device" shall mean a digital mobile handset capable of receiving SMS and suitable for use with the Service;

"Licensee" shall mean you;

"Licensed Works" shall mean the extract(s) from the Concise Oxford English Dictionary made available to the Licensee via the Service;

"Licensor" shall mean Oxford University Press;

"Licensor Trademarks" shall mean the designations OXFORD, OXFORD UNIVERSITY PRESS, GROVE, OED and any other trademarks, registered or unregistered, of the Licensor included in the Licensed Works;

"Service" shall mean the provision via SMS of extracts from the Concise Oxford Dictionary to the mobile number on the registration form, and shall include any additional features to the Service that the Licensor chooses to make available from time to time, including the provision of extracts by WAP;

"SMS" shall mean short messaging service, and shall include any text message sent to or from the mobile phone number on the registration form;

"WAP" shall mean wireless applications protocol and means the ability of the phone to connect to the internet wirelessly to access information through a phone based internet browser and accept links to this internet content via WAP-Push messages. Phones must have these capabilities and also be configured correctly by the Customer to use the WAP component of the service.

2. GRANT OF LICENCE, USAGE RIGHTS AND LIMITATIONS ON USE

2.1 Subject to the terms of this Agreement, the Licensor grants the Licensee the non-exclusive and non-transferable right to access the Licensed Works via the Service in accordance with this Licence.

The Licensed Works may only be accessed by means of a Device.

2.2 The rights are personal to the Licensee and may not be exercised by any other person.

2.3 The Licensee may not:

2.3.1 remove or alter Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Works;

2.3.2 systematically make printed or electronic copies of multiple extracts of the Licensed Works for any purpose;

2.3.3 display or distribute any part of the Licensed Works on any electronic network, including without limitation the Internet and the World Wide Web;

2.3.4 permit anyone to access or use the Licensed Works; or

2.3.5 use all or any part of the Licensed Works for any Commercial Use.

3. RESPONSIBILITIES OF THE LICENSEE

3.1 The Licensee will have a subscription with, or lawful access to, a mobile communications network via which the Service is made available from time to time and will pay the fees for that subscription or access. The Licensee will obtain at its cost a Device and software (together with all relevant software licenses) necessary to access the Licensed Works via the Service.

3.2 The Licensee warrants that it has the right to incur charges for the use of that mobile communications network and the Service.

3.3 If any change to the Service requires any change to the Device or any software, the Licensee will be responsible for making those changes at its expense.

4. CHARGES AND PAYMENT

4.1 Subject to any promotional offer or discount that the Licensor has agreed to make available to the Licensee from time to time, the charges for the Service will be those set out on www.askoxford.com/concise/textoffer. They are payable in addition to the fees or charges that are payable to any communications network provider.

4.2 The Licensor may increase the charges by posting revised charges on www.askoxford.com/concise/textoffer. If the Licensee uses the Service after any increase in the Charges has been posted on it, the Licensee will be agreeing to the increase in the Charges.

4.3 The Licensee is not obliged to use the Service. Therefore, if the Licensee does not like any increase in the charges, it has the option to stop using the Service.

5. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

5.1 The Licensee acknowledges that all copyrights, patent rights, Licensor Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Licensed Works (collectively the "Licensor Intellectual Property"), are the sole and exclusive property of Licensor and that this Agreement does not convey to the Licensee any right, title, or interest therein except for the right to use the Licensed Works in accordance with the terms and conditions of this Agreement.

5.2 The Licensee shall notify Licensor promptly (i) of the facts and circumstances surrounding any unauthorised possession or use of the Licensed Works, or Licensor Intellectual Property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that the Licensed Works infringe an intellectual property or proprietary right of any third party.

6. REPRESENTATIONS AND WARRANTIES

6.1 Licensor represents and warrants that it has the power to enter into this Agreement and to grant the rights conferred herein to the Licensee and that the Licensed Works do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary right or contract right of any third party.

6.2 Save as provided above, Licensor gives no warranty, express or implied, and makes no representation that (i) the Licensed Works will be of satisfactory quality, suitable for any particular purpose or for any particular use under specified conditions, notwithstanding that such purpose, use, or conditions may be known to Licensor; or (ii) that the Licensed Works will operate error free or without interruption or that any errors will be corrected; or (iii) that the material published in the Licensed Works is either complete or accurate.

6.3 In no circumstances will Licensor be liable to the Licensee or any third party for any loss resulting from a cause over which Licensor does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.

6.4 In no circumstances will Licensor be liable to the Licensee or any third party for any consequential, incidental, special or indirect damages including, without limitation, damages for loss of data or corruption of data, loss of programs, loss of business or goodwill, or other damages or losses of any nature arising out of the use of, or inability to use the Licensed Works.

6.5 Without prejudice to the indemnity in clause 7.1, the Licensee agrees that the entire liability of Licensor to the Licensee arising out of any kind of legal claim (whether in contract, tort, by statute or otherwise) in any way connected with the use or inability to use the Licensed Works shall be the refund of any Charges paid hereunder.

6.6 Clauses 6.2 -6.5 inclusive shall survive the termination of this Agreement and continue in force indefinitely.

7. INDEMNIFICATION AND FORCE MAJEURE

7.1 Notwithstanding the limitation of liability in clause 6.5, Licensor shall defend, indemnify, and hold the Licensee harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) asserted by third parties

against the Licensee which arise out of any act or omission by Licensor that constitutes a breach of Licensor's warranties hereunder.

7.2 The Licensee shall defend, indemnify, and hold Licensor harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) arising from (i) any unauthorised use or dissemination of the Licensed Works by the Licensee and (ii) any violation of this Agreement or of any third-party's rights by the Licensee, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights.

7.3 The obligations in clauses 7.1 and 7.2 will survive the termination of this Agreement.

7.4 The Licensee and Licensor shall not be responsible to one another for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Should any delay in performance occur arising out of any of the foregoing events, a party's obligations that are dependent upon performance of the delayed event by the other party shall be extended correspondingly. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.

8. TERMINATION

8.1 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do. Without limitation, a breach by the Licensee of the provisions of clause 2.3 or 3.1 above would constitute a material breach of this Licence.

8.2 Licensor reserves the right at any time without notice to the Licensee to terminate this Agreement and cease providing the Service to the Licensee.

9. GENERAL

9.1 This Agreement is personal to and binding on the parties and neither this Agreement nor any of the rights under it may be assigned or sublicensed.

9.2 All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Licence, or such other address as the party concerned shall from time to time designate by notice pursuant to this clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Licensor shall be marked for the attention of the Group Legal Director. All notices to the Licensee shall be marked for the attention of the person whose contact details are given in the Schedule.

9.3 This Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement in writing signed by both parties.

9.4 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.

9.5 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.

9.6 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

9.7 This Agreement is governed by English law. The parties agree to submit to the non-exclusive jurisdiction of the English courts. The place of performance of the Agreement will be England.