Hachette Learning (formerly Illuminate) Digital Book Bundle Terms and Conditions July 2025

Please read the following Terms and Conditions carefully.

They apply to all of Hachette Learning's Digital Book Bundle products. By using the Digital Book Bundles, accessible via <u>http://www.illuminate.digital</u> you accept these Terms and Conditions.

If you do not agree to these provisions you are <u>not</u> entitled to use the Digital Book Bundle products.

Basic requirements for Hachette Learning's Digital Book Bundle website and related products

For the best possible experience we suggest that you use the latest version of Internet Explorer, Chrome, FireFox or Safari as your web browser. On Android tablets, we recommend using Chrome only.

The digital books can be viewed on PCs, Macs, most Android tablets and iPads running iOS7 or higher. On tablets, the site has been optimised for use in landscape mode. The Windows 10 mobile OS is not currently supported, therefore windows-based tablets are not supported.

Please note that phone screens are not large enough to view the digital books. The digital book bundles are not designed to work on phones.

To access some of the resources in the browser you are using, you will require a PDF viewer such as Adobe Reader and a PowerPoint viewer such as Microsoft PowerPoint.

Contact details for customer information queries

- Contact your local Sales Consultant via hachettelearning.com/consultants
- Contact our Customer Success Team (Monday-Friday 10.00am-4.00pm (GMT) at

customer success@hachettelearning.com

Contact details for technical support queries

Email:digitalsupport@illuminatepublishing.comTelephone:07837 388105

Technical support is available during office hours: Monday - Friday 9am - 5pm (excluding Bank Holidays)

Please provide as much detail as possible if you contact us by email:

- the digital book bundle you are using
- your school name and username
- the nature of the problem, including any error messages that have appeared
- any steps you have already taken to try and solve the problem
- the computer or device being used, including operating system and browser
- your contact details and preferred method of contact

We will aim to resolve your problem as quickly as possible. It may sometimes be necessary to speak to you whilst you are at your computer or using the device on which you are experiencing a problem.

Legal Notice

Digital Book Bundle products and the website on which they operate are owned and operated by Hachette Learning (a trading name of Hodder and Stoughton Limited) (us, we and our), a company registered in England whose registered office is at Carmelite House, 50 Victoria Embankment, London, EC4Y 0DZ UK. Company registration number 00651692, VAT number GB205505305

Right to use the product

- Access to the website and one or more of the Digital Book Bundle products on the website was purchased either by you or for you by a tuition centre, private or public school, Further Education college, Sixth Form college, or LEA (or other funding body) ("educational institution"). Please note: a federation or affiliation of schools, colleges or tuition businesses does not count as a 'single' or 'individual' institution.
- In consideration of the fees paid by you to Hachette Learning grants to you, a nonexclusive licence to access and use the product(s) that you have purchased during the licence period. You may use the content that has been purchased by / for you, for school / educational institution and home use either on individual computer screens, devices or on an interactive whiteboard and in each case for internal educational, noncommercial purposes only. This licence is for *individual* institutions only.
- The licence period shall extend from the point of sale until the final examination against the specification for which a product has been developed.
- You may access the product(s) that you have purchased on your computers or devices only whilst connected to the internet, and only using a username and password issued to you or your educational institution by Hachette Learning.
- We do not warrant that the use of a product will be uninterrupted or error-free, or that it will operate error-free on every device your license entitles you to use it on. We may also carry out scheduled maintenance from time to time.
- You may edit / customise and print or download certain parts of a product for classroom use, where expressly permitted to do so.
- You may not use, reproduce, deal with, modify, adapt, the whole or any part of a product and any content, except as permitted by these Terms and Conditions.
- Hachette Learning may make adjustments or improvements to any product, or changes to content to reflect amendments to a course specification, at Hachette Learning's sole discretion. You may be automatically migrated to any such new version of a product without prior notice and these same Terms and Conditions of use will apply to the new version. Hachette Learning is under no obligation to make changes, improvements or revisions to any product to reflect any revisions or amendments to a course specification that differs in any way from the precise specification the resource was published to support.
- If, in Hachette Learning's opinion, a sufficiently significant revision to a course specification has been made, Hachette Learning may produce a revised or new edition with new and / or revised and / or reorganised content. The new edition will be deemed to be a new product. To customers of the current edition Hachette Learning may make the new edition available for an additional fee commensurate with the level of changes made. This will be charged at Hachette Learning's sole discretion. This will not affect the availability of, or your access to the edition that you purchased.

- Hachette Learning may produce a revised or new edition with new and / or revised and / or reorganised content at any point through the life-cycle of the specification. The new edition will be deemed to be a new product. To customers of the current edition Hachette Learning may make the new edition available for an additional fee commensurate with the level of changes made. This will be charged at Hachette Learning's sole discretion. This will not affect the availability of, or your access to the edition that you purchased.
- If an educational institution bought access for you, you must only use the product(s) that they have purchased according to the rules and guidelines determined by your educational institution.
- Please note that your use of the product(s) that you have purchased will be monitored to ensure compliance with these Terms and Conditions, for system performance and as otherwise required to operate the products.
- Each product is a password-protected service. All intellectual property and other rights in the website, all products on the site, all software and all content in it belong to Hachette Learning. Hachette Learning hosts all content/products that were purchased for you and except where expressly allowed to download or copy content, all downloading or copying of content, or making it available elsewhere is prohibited.
- You are responsible for the selection of a product and whether the product meets you and your students' requirements.
- You agree not to make available your teacher or student usernames and/or passwords to anyone outside your educational institution (this includes providing this information on publicly accessible websites / web pages). If there has been a disclosure of your usernames and/or passwords, you agree to notify us promptly of such disclosure, so that we can take appropriate security measures
- If we suspect that a breach of these Terms and Conditions has occurred or are likely to occur, we may, without giving notice and liability to you, temporarily or permanently suspend your access to any or all of the Digital Book Bundle product(s) that you have purchased.
- If you are a teacher or an educational institution, you acknowledge that you are solely responsible for the appropriate use and adaptation of the products for the use by your student users.
- Unless otherwise agreed in writing by Hachette Learning, you are solely responsible for configuring your computer devices in order to access a product, and to provide for your own virus protection software. To access a product your computer or tablet computer device must meet the specification detailed at the head of this document.
- We do not warrant that this product is compatible with screen-reader software. This is because the book pages are stored as images rather than in HTML format. The student books are available for print-disability students via our partners RNIB Bookshare at www.rnibbookshare.org. RNIB Bookshare UK Education Collection provides accessible textbooks to support dyslexic, partially sighted or blind learners who have difficulty reading standard print. Their service is free to educators in the UK.

Links to external websites

• In certain areas of a product there may be links to websites owned by someone other than Hachette Learning. Content on the Internet changes minute by minute, so we cannot guarantee the content of or the availability, integrity or quality of these websites. You acknowledge that we will not be responsible for them.

Cookies

• Hachette Learning may require the use of cookies and similar technical means to enable the optimal functionality of each product for your purposes by recording your preferences, and to supervise use of the products. By accepting these Terms and Conditions you are acknowledging the website's use of cookies and you are giving your consent to this usage.

Limitation of liability

- Hachette Learning will not be liable for any loss of data, loss of profit and wasted management time whether they are direct or indirect damages, and Hachette Learning will not be liable for any special, indirect, consequential or incidental damages (including damages for loss of use) arising in contract, tort or otherwise from your (or your users') use of or inability to use the website or any product on it, or from any action taken (or refrained from being taken) as a result of using the website or any product on it.
- You acknowledge that we have no liability for any loss, claim or damage suffered by or made against you or your users as a result of any unauthorised access to any product on the website or breach by any of you, your users or other parties of the terms of these terms and conditions.
- In any event, our total liability to you in respect of any claim for breach of contract, negligence or otherwise in relation to the website and all products on it shall be limited to the greater of the total fees paid or payable to Hachette Learning for your use.
- You agree that you are responsible for all claims, costs and expenses (including reasonable legal expenses) that we incur if you breach these Terms and Conditions or any applicable law.
- Nothing will limit either party's liability for death or personal injury caused by its negligence, or for fraud, fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under applicable law.
- You will promptly inform Hachette Learning in the event of any claim by a third party received by you in relation to the website or any product on it and will comply with Hachette Learning's reasonable requests in relation to such claim.

Privacy

When you purchase a Digital Book Bundle, we will store institutional contact information including the key contact's email address. The data that we hold is stored in a password-protected area. We store and monitor the IP Addresses from which you sign in to the Digital Book Bundle to check that the Bundle is only being used by the institution who purchased it. These logs are anonymized. Our privacy policy complies with GDPR and we will not share your information with third parties.

Limited Warranty

• We make no warranty that the website or any product is accurate, available or free from viruses or anything else that has contaminating or destructive properties. We exclude all express or implied warranties or representations to the fullest extent permitted by applicable law, including without limitation, any warranties or representations as to satisfactory quality, title, quiet possession, non-infringement of third party rights, error-free functioning, or fitness for purpose.

• If you have any claim (for breach of contract, negligence or otherwise) in respect of your use of the website or any product on it, then this claim should be addressed through your educational institution.

Changes

• Hachette Learning reserves the right to vary these Terms and Conditions at any time and then the varied terms shall apply. If we do this, we will place the revised Terms and Conditions on this page and will indicate at the top of this page the date these terms were last revised. We may also email you to inform you of these changes.

General

- These Terms and Conditions are governed by English law without regard to its conflict of laws. In the event of any dispute regarding these Terms and Conditions or any matter related to the website, any product or your relationship with us, you agree to submit to the exclusive jurisdiction of the English Courts. We may however also bring an action against you in the courts of your place of residence. Our failure or delay to exercise any right or remedy under these Terms and Conditions does not constitute a waiver of that right or remedy.
- If any part of any provision of these Terms and Conditions is held invalid, the remaining parts of the provision and all other provisions shall continue in effect to the fullest extent permitted by applicable law.
- A person who is not party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms and Conditions. This shall not affect any right or remedy of a third party which exists or is available apart from that Act.
- We will not be responsible for any breach of these Terms and Conditions caused by circumstances beyond our reasonable control.