

Wiley Terms Of Use

The following Terms of Use governs use by all Users of Wiley India Pvt Ltd ("Company's") subscription website Wiley Online Exam Prep (<https://examprep.wileyindia.com/>) (the "Services"). By using or accessing the Services, you agree to be bound by these Terms of Use, as updated from time to time. References to "us," "we," and "our" mean Company. References to "User" or "You" means the person who created the account with the Service.

1. The Services

- 1.1 The Services are a subscription service, accessible on demand, which provides Users with access to a range of mock tests/assessments and other digital publications on the selected subject area ("Content") accessible in an interactive online form which is offered in set yearly periods from June and ending on 31 May in each year (each a "Subscription Term"). You will require a computer, tablet or mobile phone with a standard internet browser to access the Services. Content cannot be accessed via PDF and is not downloadable or printable.
- 1.2 You agree that you will access the Content for personal, non-commercial use only. The Content included in the Services is dynamic and new Content will be uploaded from time to time throughout the Subscription Term. Content may be updated or removed from time to time in our sole discretion.

2. Access

- 2.1 In order to access the Services, You must be registered for an account ("Account"). To register for an Account, you will need to: accept these Terms of Use, be over 18 years of age, have provided us with your first and last name, a valid email address, contact number, city of residence, and where access is provided through your institution, your institution name. In addition, you will have either paid for the Services through our third party distributor (CloudOnHire) or been provided access through your institution.
- 2.2 Your use of the Service will be valid from the date you were granted access until the end of the relevant Subscription Term selected, unless it is cancelled by you or terminated. If you receive/purchase access to the Services after the beginning of the Subscription Term, you will have access to the Content which has been released on the Services prior to your date of first access during the relevant Subscription Term, but your access will cease at the end of the Subscription Term.

3. Cancellation / Termination

- 3.1 To the extent permitted by law, payments are non-refundable and we do not provide credits or pro rata fees for any unused access or cancellation of the Subscription Term.

- 3.2 These Terms of Use remain in full force and effect while you use our Services. We reserve the right, in our sole discretion, to suspend or terminate your Account and/or access to all or part of the Services if there is a breach of these terms by You. Company will not have any liability whatsoever to you for any termination of your rights under these Terms of Use, including for termination of your Account or deletion of Your Content ("Your Content" as defined in section 4.4 of these Terms of Use).
- 3.3 Upon termination, all rights granted to you in these Terms of Use will immediately cease. To the extent that you have a subscription that extends beyond termination of these Terms of Use, unless such termination is due to your breach, the subscription shall remain in force for the Subscription Term.
- 3.4 Any provision of these Terms of Use that expressly or by implication is intended to continue in force after termination or expiration of these Terms of Use will survive.

4. Use of the Services

- 4.1 You may use the Services on two devices only. You may not print, copy or download any Content, unless as expressly permitted by us. We may use content access technology consistent with industry standards to protect our Content from unauthorized copying.
- 4.2 Except as expressly permitted herein, you shall not:
- Access the Services by any means other than instructions provided by Company
 - Use the Services for any illegal or unauthorized purpose
 - Disrupt, damage, disable, alter, tamper, delete or interfere with the Services
 - Share with any third party any access codes or Account information, including without limitation your username and password that you may create or Company may provide in connection with the Services;
 - Attempt to gain unauthorized access to the Services or its related systems or networks, or otherwise override any security feature of exclusionary protocol;
 - Reproduce, duplicate, copy, download, sell, resell, visit, or otherwise exploit the Services or Company Content for any commercial purpose without the express written consent of Company;
 - Access the Services in order to: (1) build a competitive product or service, or (2) copy any ideas, features, functions, or graphics of the Services;
 - Text and data mine other than as permitted by law.
- 4.3 You are responsible for all activity that occurs under your Account and you are solely responsible for maintaining the confidentiality of your password and Account information. You must notify us immediately if you become aware of any unauthorized use of your Account. You acknowledge that use of the Services is for your personal use only.
- 4.4 In the use of certain Services, you may provide, post, upload, input or submit on or through the Services, including blog pages, message boards, comment or discussion features, chat

rooms and forums information, content or other material (“Your Content”). You are solely responsible for Your Content. You assume all risks associated with the use of Your Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of Your Content that personally identifies you or any third party.

5. Ownership

All rights (including without limitation, copyrights, trademarks, patents and trade secrets) in the Services and the content contained therein, other than Your Content, and all rights in the data concerning your use of the Services (“Company Content”) are and will remain the sole and exclusive property of Company and/or its licensors. No title to or ownership of any portion of the Services, the Company Content or any other products or services manufactured, sold and/or distributed or otherwise made available by Company, or any proprietary rights related to those products/services, is or will be transferred pursuant to or by virtue of these Terms of Use. Company hereby grants you a limited, non-exclusive, non-sublicensable, revocable license to display the Company Content (other than software code) solely for your personal use in connection with using the Services and to use the Services for your personal use in accordance with these Terms of Use. Company and its licensors reserve all rights not granted in these Terms of Use. There is no implied license granted under these Terms of Use. You may from time to time provide Company with suggestions, ideas or other feedback regarding the Services (“Feedback”). Both parties agree that Company shall own such Feedback and is entitled, but not obligated, to use, develop and exploit it in any manner, without restriction or duty to compensate or seek permission from you.

6. Third Party Links/Ads

Our websites may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “Third-Party Links & Ads”). Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

7. Indemnity

7.1 To the extent permitted by applicable law, you will defend, indemnify and hold harmless Company, its licensees, and their respective affiliates, parents and subsidiaries and their respective officers, directors, agents, representatives, successors and assigns (the “Company Indemnitees”) from and against all liability and expense, including without limitation reasonable

counsel fees and costs, arising from any claim, suit or proceeding brought against a Company Indemnitee in connection with your violation of these Terms of Use; or your violation of applicable laws or regulations.

7.2 In the event of a claim triggering your obligation to indemnify, you shall provide us with (i) sole control over the defence and settlement of such claim and (ii) proper and full information and assistance to settle or defend any such claim.

8. Disclaimer and Limitation of Liability

The Services and all materials contained therein are provided "as is", without warranty of any kind, express or implied, including but not limited to the implied warranties of merchantability, reliability, availability or fitness for a particular purpose. The use of the Services and all materials contained therein is at your own risk. Access to the Services may be interrupted and may not be error free. Neither Company nor anyone else involved in creating the Services or the material contained therein will be liable to you for any direct indirect, incidental, special, consequential or punitive damages arising out of your use of or inability to use the Services and all materials contained therein, even if Company has been advised of the possibility of such damages. The terms of this Section shall not apply to limit any non-excludable warranties or rights available at law. To the extent that the Company may be liable to you under the provisions of any applicable consumer law which are non-excludable, the Company limits its liability to the supply of the Services again, or the payment of the costs of having the Services supplied again.

9. Procedure for making claims of copyright infringement

If you believe that your copyright-protected work has been posted on a Wiley site without authorization, please see our [**DMCA Notification Policy**](#).

To report incidents of online piracy or brand abuse (misuse of logos or wordmarks) of Wiley content, please see our [**Content Protection Notification process**](#).

10. Privacy policy & Consents

10.1. Please see our [**Privacy Policy**](#). We will process and store profile information that you provide to us in the account registration process or that we may collect through use of the Services in accordance with this policy.

10.2 If you have opted to receive them, we may send you marketing, advertising or other news offers regarding the Services or other Company goods or services from time to time. If you no longer want to receive certain communications from us via email or other means, simply click the "unsubscribe" link in the email. You will not be able to unsubscribe from transactional or service-related correspondence which relate to the provision of the Services, including updates, notifications, notices of outages or account transactions. You consent to

such notifications being sent by us and our third party partner CloudOnHire as part of access to this Service.

10.3 Where access to the Services has or will be provided to you by your institution ("Institution") directly, then in accessing the Services you consent to the Company:

- Disclosing personal information to your Institution directly relevant to your use of the Services, such as your name, access and use of the Services and other analytics regarding your use of the Services.
- Receiving personal information from your Institution in order to provide you access to the Services.

11. Additional terms

11.1 These Terms of Use represent the entire agreement between us and supersedes any proposals or prior agreements, oral or written, and any other communication between us relating to the subject matter of these Terms of Use.

11.2 We may update and amend these terms and conditions at any time in our discretion. We will give you reasonable notice before implementing such amended terms. If you do not wish to accept the changed terms, you may cancel your Account before the change is in effect. Your continued use of the Services following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

12.3 We will send you all notices electronically via the email address provided to us at the time of Account registration.

12.4 Please note that by using the Services, you agree that you have full power, authority and capability to enter, and are entering, into a legally binding agreement (even if you are using the Services on behalf of a company). You acknowledge that you have read these Terms of Use, and agree to be bound by its terms and conditions.

12.5 The laws of the Republic of India shall govern these Terms of Use. Any dispute or claim arising out of or in connection with these Terms of Use ("Dispute") shall be in the first place settled by mutual discussions between the Parties. In the event that the Parties are unable to amicably resolve the Dispute within 30 (thirty) days from the date when the Dispute arose, the Dispute shall be referred to a sole arbitrator to be nominated jointly by the Parties. The seat and venue of arbitration shall be New Delhi, India. The arbitration proceedings shall be governed by the rules of arbitration of the Delhi International Arbitration Centre and shall be conducted in the English language. The arbitrator shall also decide on the costs of the arbitration proceedings. The award passed by the arbitrator shall be final, conclusive, valid, and binding on the Parties. Subject to Dispute resolution through arbitration in accordance with this Agreement, , it is otherwise agreed that the courts of

New Delhi, India will have exclusive jurisdiction in matters pertaining to grant of interim relief and enforcement of arbitral award(s).