

Terms and Conditions

Nottingham Trent University On-Line Store

Adobe Creative Cloud Student Home Use Licence

1 These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply Adobe Creative Cloud Student Home Use Licence to you (the "Licence").

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. By ordering the Licence available on the online store, you accept and agree to be bound by these terms and conditions.

If you think that there is a mistake in these terms or you have any questions about them, please contact us to discuss. The University will do its best to correct errors and omissions as quickly as practicable after being notified of them.

1.3 **Additional terms.** These terms are in addition to the terms and conditions of the NTU Online Store. In the event of any conflict between the NTU Online store terms and conditions and these terms, these terms shall take precedence.

1.4 **Adobe Licencing Terms.** By purchasing the Licence, you agree to be bound and comply with Adobe's terms and conditions available at:

(a) **Adobe Enterprise Licence General Terms:**

https://www.adobe.com/content/dam/acom/uk/legal/pdfs/GeneralTerms_UK_2017v1.pdf

(b) **Adobe Enterprise Licence Product Specific Terms:**

<https://www.adobe.com/content/dam/acom/en/legal/terms/enterprise/pdfs/PSLT-CreativeCloudandDocumentCloud-2019v3-WW.pdf>

2 Our contract with you

2.1 This Licence is available to enrolled students of NTU only.

2.2 In order to place an order for the Licence you must register your details within the University's online store at (<http://www.ntu.ac.uk/onlinestore>).

2.3 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it (**Confirmation of the Order**), at which point a contract will come into existence between you and us.

2.4 **Checking the Confirmation of the Order.** You must check the Confirmation of the Order and ensure that the details are correct and notify the University of any errors or discrepancies.

2.5 **Order Number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3 Providing the Licence

3.1 **When we will provide the Licence.** We will supply the Licence to you until the subscription expires (if applicable) or you end the contract as described in Clause 4 or we end the contract by written notice to you as described in Clause 8.

3.2 **Delivery/collection**

(a) **If the University is unable to fulfil your order** within a reasonable time you will be notified, usually by email.

(b) **We are not responsible for delays outside our control.** If our supply of the Licence is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay

you may contact us to end the contract and receive a refund for any Licence you have paid for but not received.

3.3 **Downloading the Licence**

- (a) Once your payment is processed, you will receive an email from 'Adobe Creative Cloud'. Click 'Get Started' in the email to install the suite on your personal device.
- (b) Please ensure you have plenty of disc space on your device before installing. If you would like any further details on system requirements then please visit <https://helpx.adobe.com/uk/creative-cloud/system-requirements.html>.
- (c) If you have not received an email, please check your junk/clutter folders before contacting the University.

4 **If There Is A Problem With The Licence**

4.1 **How to tell us about problems.** If you have any questions or complaints about the Licence or have not receive an installation email, please contact us. You write to us at LIBUserSupport@ntu.ac.uk or NTU Library, 50 Shakespeare Street, Nottingham, NG1 4FQ United Kingdom.

4.2 If you experience any issues with the installation process or the Adobe Creative Cloud Suite, then please visit <https://helpx.adobe.com/uk/support/creative-cloud.html> for further support.

5 **At The End Of The Licence**

5.1 **AT THE END OF THE LICENCE, YOU MUST ENSURE YOU DOWNLOAD ANY PDF'S OTHERWISE YOUR DATA WILL BE PERMANENTLY DELETED FROM ADOBE'S SERVERS WITHIN 25 MONTHS. THE UNIVERSITY WILL NOT BE LIABLE TO YOU FOR ANY FAILURE ON YOUR PART TO DOWNLOAD AND/OR PRESERVE YOUR DATA.**

6 **Your Rights To End The Contract**

6.1 **You can always end your contract with us.** If you want to end the contract because of something we have done or have told you we are going to do, see Clause 4.2. If you have just changed your mind about the Licence, see Clause 4.4. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

6.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Licence which has not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the Licence or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the Licence you have ordered, and you do not wish to proceed;
- (c) there is a risk that supply of the Licence may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the Licence for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 month; or
- (e) you have a legal right to end the contract because of something we have done wrong.

6.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** You have 14 days after receipt of the Confirmation of Order, or until you start downloading or streaming the Licence (if earlier) to change your mind and receive a refund. Your right to change your mind does not apply after you have started to download or stream the Licence.

6.4 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for the Licence is completed when the Licence is paid for and downloaded or streamed.

6.5 **How we will refund you.** If a refund is due, we will refund you the price you paid for the Licence, by the method you used for payment. However, no refund shall be due in the event that you have started to download or stream the Licence.

6.6 **When your refund will be made.** We will make any refunds due to you as soon as possible and in any case within 14 days of you telling us you have changed your mind.

7 **How to end the contract**

7.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01158488717 or email us at ntuonlinestore@ntu.ac.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Print off the form in the Schedule and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

8 **Our Rights To End The Contract**

8.1 **We may end the contract in certain circumstances.** We may end the contract for a Licence at any time by writing to you if:

- (a) you do not make any payment to us when it is due, and you still do not make payment within 30 days of us reminding you that payment is due;
- (b) you cease to be a student of NTU for any reason.

8.2 If we end the contract in the situation set out in Clause 8.1 (b) the Licence will no longer be available for you to use and no refund will be due.

8.3 **We may withdraw the Licence.** We may write to you to let you know that we are going to stop providing the Licence. We will let you know at least 1 month in advance of our stopping the supply of the Licence and will refund any sums you have paid in advance for the Licence which will not be provided.

9 **How We May Use Your Personal Information**

9.1 We may need certain information from you so that we can supply the Licence to you, for example, NTU Student ID. If so, this will have been stated in the description of the Licence on our website. We will contact you in writing to ask for this information.

9.2 **What will happen if you do not give required information to us.** If you do not give us the information described in Clause 9.2 within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Licence late if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

9.3 The information you provide when registering and making purchases using the online store will be held on a secure database by WPM Education (www.wpmeducation.com) on behalf of the University and will only be used as set out in our Privacy Statement at <https://www.ntu.ac.uk/policies/privacy-statement>.

9 Your Rights In Respect Of A Defective Licence

- 9.1 **Summary of your legal rights.** We are under a legal duty to supply the Licence in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Licence. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. Your licence is 'digital content'. The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- a) If your digital content is faulty, you're entitled to a repair or a replacement.
- b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

10 Our responsibility for loss or damage suffered by you

- 10.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 10.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Licence as summarised at Paragraph 2); and for defects under the Consumer Protection Act 1987.
- 10.3 **Defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

11 Other Important Terms

- 11.1 **We may transfer our contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 11.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 11.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 11.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Licence, we can still require you to make the payment at a later date.

SCHEDULE

MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract)

To Nottingham Trent University, 50 Shakespeare Street, Nottingham, NG1 4FQ. Tel: +44(0)115 848 8717
and ntuonlinestore@ntu.ac.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following **goods** [*]/for
the **supply** of the following service [*],

Ordered on [*/received on [*],

Name of **consumer**(s),

Address of **consumer**(s),

Signature of **consumer**(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate