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It includes the sections with these symbols - ✓ ! Ø - and **The Small Print** after those.

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The Small Print

1. Parties

This Licence is between the University of Edinburgh, acting through EDINA, (**we/us/our**) and the person or organisation who downloads data from Society Digimap (**you/your**).

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You and we are each a **party** and together the **parties**.

2. Grant and Scope of your licence to use data from Society Digimap

- Subject to the restrictions referred to in this Licence, (together with the service fee paid by your place of education) we grant you a non-exclusive, non-transferable, revocable licence to access and use Society Digimap, solely for your Educational Use;
- 'Educational Use' means use for or in connection with teaching, learning, academic and sponsored research and/or private study, at or in connection with a recognised place of education, whether on site, or remotely. It covers use at further and higher education levels, including colleges, universities, research councils and other related entities. It covers any activities that a fair minded and reasonable would consider falls within the spirit and intention of 'Educational Use'.
- This Licence commences with effect from the date you first request access to and/or use Society Digimap.

3. Intellectual Property Rights

- We and/or our suppliers own all the intellectual property rights in Society Digimap.
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4. Feedback

At our request, you will give us reasonable details about your use of Society Digimap under this Licence by whatever means we might reasonably request.

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- a. It is your responsibility to ensure that the data you request from Society Digimap is what you need.
- b. Society Digimap is provided 'as is' and without any warranty or condition express or implied, statutory or otherwise as to its quality or fitness for your particular purpose.
- c. Except as expressly stated in this Licence, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of Society Digimap are hereby excluded to the fullest extent permitted by law.

6. Liabilities

- a. There is nothing in this Licence that excludes or limits your liability for a contractual breach of this agreement or an infringement of our intellectual property rights.
- b. Neither party excludes its liability to the other under this Licence for fraud, and for personal injury or death caused by negligence.
- c. Subject to the above, neither of us shall be liable to the other for indirect, special or consequential loss or damage (howsoever caused) which occurs as a result of the use of, or lack of performance of Society Digimap.

7. Termination

- a. Either party may terminate this Licence with immediate effect.
- b. This Licence will automatically terminate when you cease being a student or member of staff at the place of education whose services and systems you are using, or your other association with the place of education ceases.
- c. Termination or expiry shall not affect either party's accrued rights and remedies.
- d. On termination, you shall (except in respect of any data provided through Society Digimap for which at the time of termination or expiry, you have an appropriate licence from elsewhere):
 - immediately cease accessing the service and using the Society Digimap;
 - inform your place of education that your password or other login details should be deactivated
- e. If you continue to access and use Society Digimap after this Licence has terminated your access and use will be unlawful and you will be liable for copyright and database right infringement and we will be entitled to pursue legal proceedings against you.
- f. Any provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect.

8. Data Protection

- a. Information identifying you (referred to as 'personal data' under data protection law) may be lawfully shared and processed between/by your subscribing institution and us in certain circumstances, including where it is necessary for the performance of the contract(s) to which you are a party, for the purposes of pursuing our legitimate interests, or you have given consent to the specific processing. Your personal data will only be disclosed to your subscribing institution, and processed by us in the following circumstances:

- i. To enable us to investigate any actual or suspected breach of this Educational User Licence or the agreement between us and your service provider, or other misuse or infringement of Society Digimap; or
 - ii. Where you give your specific consent, to enable us to understand / monitor the use of Society Digimap in the education sector or feature your specific work.
- b. Any sharing or processing of your personal data will be in accordance with Data Protection Law.

9. Other General Provisions

- a. This Licence sets out the entire contract in respect of the subject matter of this Licence.
- b. We reserve the right to change this Licence, including the availability of any data available through Society Digimap, at any time. All such changes shall become incorporated into this Licence immediately.
- c. You shall provide Us with all reasonable assistance in investigating, remedying and pursuing any third party for any suspected unauthorised or unusual access and/or misuse of the Society Digimap.
- d. We are entitled to assign, transfer or novate the benefits and obligations of this Licence. You are not entitled to subcontract, assign, transfer or novate the rights and/or obligations under this Licence.
- e. This Licence will be governed by English law and both parties agree to the exclusive jurisdiction of the English courts.