



Terms of Use

By purchasing LPC Buddy You confirm Your agreement to use LPC Buddy in accordance with the following terms of use. These terms are enforceable by the owner and publisher of LPC Buddy from time to time (“the Content Provider”).

Please read the terms and conditions.

Your attention is drawn, in particular, to the Liquidated Damages provisions of Clause 5, and the Limitation of Liability provisions of Clause 8.

1. Definitions

- 1.1. **Content Provider:** the publisher and owner of LPC Buddy, ALM Sales Ltd (company no. 13388205).
- 1.2. **Electronic Devices:** desktop, laptop or notebook computers, eBook readers, smartphones, tablet computers, or other personal computing or mobile devices.
- 1.3. **LPC Buddy:** the suite of study guides for the Legal Practice Course (LPC) published by the Content Provider.
- 1.4. **Permitted Use:** any use of LPC Buddy as defined by Clause 3.
- 1.5. **Prohibited Use:** any use of LPC Buddy as defined by Clause 4.
- 1.6. **Substitute:** any product or service that (a) competes with LPC Buddy, (b) reduces the need for users or other third parties to use or pay for LPC Buddy, or (c) creates revenue from LPC Buddy or any part thereof.
- 1.7. **You / Your:** The party entering into this agreement with us by purchasing LPC Buddy from the Content Provider and accepting these terms and conditions.

2. License

- 2.1. Upon your download of LPC Buddy and in consideration of payment by You of any applicable fees (including applicable taxes), the Content Provider grants You a worldwide, non-expiring, non-exclusive, non-transferable licence to make uses of LPC Buddy that are permitted by Clause 3.
- 2.2. You agree not to, in any circumstances, make any other use of LPC Buddy, including any Prohibited Use in accordance with Clause 4.

3. Permitted Use

- 3.1. It shall be a condition of these terms and conditions that You may only make use of LPC Buddy as defined by this Clause 3.
- 3.2. You may:
 - 3.2.1. Download a copy of LPC Buddy for Your personal use;
 - 3.2.2. Make, store and view copies of LPC Buddy for Your personal use, on not more than three Electronic Devices.
 - 3.2.3. Print single copies of LPC Buddy, or any part thereof, for Your personal use.

4. Prohibited Use

- 4.1. You shall not:
 - 4.1.1. Make any use of LPC Buddy that is not permitted by Clause 3.
 - 4.1.2. Create any Substitute of LPC Buddy.

- 4.1.3. Publish, sell, resell, offer for auction, license, sub-license, rent, transfer, share, transmit, broadcast, circulate, disseminate, distribute, or redistribute LPC Buddy, or any part thereof, in any way, and in any format, including in printed and digital format;
- 4.1.4. Publish, sell, resell, offer for auction, license, sub-license, rent, transfer, share, transmit, broadcast, circulate, disseminate, distribute, or redistribute in any way an edited, modified, adapted, or altered version of LPC Buddy, or any part thereof, in any format, including in printed and digital format;
- 4.1.5. Create any derivative work of LPC Buddy, or any part thereof;
- 4.1.6. Use LPC Buddy to compete with the Content Provider in any way, whether directly or indirectly;
- 4.1.7. Make any commercial use of any LPC Buddy (or any part thereof) of any kind;
- 4.1.8. Use LPC Buddy in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable to the Content Provider.
- 4.1.9. Circumvent, remove, or attempt to circumvent or remove, any technological measures applied to LPC Buddy for the purpose of preventing unauthorised use;
- 4.1.10. Make any attempt to make any use of LPC Buddy as defined in Clause 4.1.1 – 4.1.9 inclusive.

4.2. In the event that the Content Provider notifies You that it believes You are undertaking a Prohibited Use, You shall immediately cease any alleged Prohibited Use unless and until the Content Provider reaches an agreement with You regarding Your use of LPC Buddy.

4.3. The Content Provider reserves the right to refuse to contract with You in the future in the event that You undertake a Prohibited Use.

5. **Liquidated Damages**

5.1. In the event of You making a Prohibited Use of LPC Buddy which results in the production of copies of LPC Buddy, the Content Provider will be entitled to liquidated damages in the sum of £100 for each individual instance of any single LPC Buddy guide being copied.

5.2. Clause 5.1 entitles the Content Provider to liquidated damages in the sum of £100 x the number of copies of an individual guide made as a result of an instance of sharing. The number of copies shall include any copies of LPC Buddy that are created, obtained, or distributed by third parties who have obtained a copy of LPC Buddy as a result of Your actions.

5.3. For the purposes of this clause 5, the LPC Buddy Complete Core Module guide is treated as a bundle of seven individual LPC Buddy guides.

5.4. In accepting these terms and conditions, you acknowledge that the sum of liquidated damages in Clause 5.1 is set at a level which:

5.4.1. Protects the Content Provider's legitimate commercial interests, in particular of deterring file-sharing in order to protect the integrity of the Content Provider's business model as a provider of digital educational resources;

5.4.2. Provides for certainty on the basis that the extent of financial damage caused by the making of Prohibited Uses may be difficult to calculate;

5.4.3. Does not amount to a penalty.

6. **Reliance on Information**

6.1. You recognise and accept that LPC Buddy, and all of the material within it, has been prepared solely for information and educational purposes, is designed solely to aid students with academic study, and does not constitute legal advice.

- 6.2. *You recognise and accept that the Content Provider is not a law firm, and is not regulated by the Solicitor's Regulation Authority (SRA). You acknowledge that the Content Provider does not represent or advise clients in any matter and is not bound by the professional responsibilities and duties of a legal practitioner.*
- 6.3. *You agree that the Content Provider will not have responsibility for action taken by You or any other third parties, including, in particular, any Claim brought or Defended by You, as a result of information provided in LPC Buddy or any associated marketing material. You should take specific advice when dealing with specific situations.*
- 6.4. *Nothing within LPC Buddy or any associated marketing shall be construed as creating any solicitor-client relationship or providing any legal representation, advice or opinion.*
- 6.5. *Nothing within LPC Buddy or any associated marketing material shall be construed as the Content Provider warranting that You will pass the Legal Practice Course or that, by purchasing LPC Buddy, You will attain a particular grade.*
- 6.6. *This guide states the law generally as at 1 August 2023. While the Content Provider aims to ensure that the information is correct at the date on which it is added to LPC Buddy, You acknowledge and accept that the legal position can change frequently. You acknowledge and accept that LPC Buddy will not always be updated following any relevant changes to the law.*
- 6.7. *You acknowledge LPC Buddy is written in accordance with the course materials and syllabus for the Legal Practice Course. The Content Provider cannot confirm that the content of LPC Buddy will be applicable to any other academic course. LPC Buddy is not, and should not be used as, a practitioner text.*

7. Intellectual Property

- 7.1. *Material contained in LPC Buddy is the copyright of ALM Sales Ltd except where otherwise stated. You agree not to make any infringing use of that copyright. You may make use of LPC Buddy in accordance with the Permitted Uses only.*
- 7.2. *"LPC Buddy", "SQE Buddy", and "Law Buddy" are Trademarks of ALM Sales Ltd.*

8. Limitation of Liability

- 8.1. *The Content Provider accepts no liability whatsoever in contract, tort or otherwise for any loss or damage caused by or arising directly or indirectly in connection with any use or reliance on the contents of LPC Buddy, except to the extent that such liability cannot be excluded by law.*
- 8.2. *Further or in the alternative to Clause 8.1, the Content Provider accepts no liability whatsoever for financial or other damage which may result from You failing to pass the LPC, or otherwise failing to attain a particular grade or mark.*
- 8.3. *Nothing in these terms of use shall exclude our liability to You for fraudulent misrepresentation or for death or personal injury resulting from our negligence.*
- 8.4. *You acknowledge and confirm that You have exclusive responsibility for Your academic achievement on the LPC or otherwise.*
- 8.5. *You acknowledge and confirm that LPC Buddy is not affiliated with or endorsed by any LPC provider, and as such, you should always confirm the content of LPC Buddy with reference to your LPC provider's materials.*

9. Jurisdiction and Law

- 9.1. *These terms of use shall be governed by and interpreted in accordance with the laws of England and Wales.*
- 9.2. *You agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any disputes which may arise in relation to LPC Buddy.*