



## TERMS OF SALE FOR PAY PER VIEW CONTENT

### OVERVIEW

We, Emerald Publishing Limited, sell you access to our digital content at <http://www.emerald.com/insight> (“website”) subject to these terms and conditions. “You” as used in these terms means the natural person or entity that has agreed to be bound by these terms.

By ordering access to digital content, you agree to be bound by these terms. Please read them carefully. We may refuse to grant access to our digital content for non-compliance with any of these terms. You may only buy access to digital content from our website for non-commercial reasons. For some orders, the additional terms below may apply. If your institution or organization has purchased access on your behalf, you should contact them to find out what terms apply.

Please see our [Privacy Notice and our Cookies Notice](#) to understand how we collect and process your personal information through our website. The terms applicable to use of our website and the content that you purchase access to can be found in our [Terms of Use](#). If there is any conflict between these Terms of Sale and the Terms of Use, these Terms of Sale shall prevail.

### REGISTRATION AND ACCESS

To order and access digital content you may need to have a profile on our website and be logged in. You are responsible for maintaining the confidentiality of your profile and password and for restricting access to your computer.

Descriptions of the digital content are set out on our site. Please read the descriptions carefully.

To view and download the digital content, your device needs to comply with the following minimal technical requirements: you need to have the latest version of one of the following web browsers:

- Chrome
- Firefox
- Safari
- Edge

PDF versions of our digital content can be accessed via the built-in PDF viewers in each of these web browsers.

Please read this section carefully as you are responsible for marking sure that your device meets these requirements.

## **YOUR ORDER**

Your order is submitted when you press the pay button during the online purchase process. It is an offer to purchase access to the digital content in your order. Please read and check your order carefully before submitting it. If you need to correct any errors, you can do this before submitting it to us.

By submitting your order, you agree we may process your order and give you access to the digital content or downloads as soon as possible. We will process your order on receipt, but we do not guarantee an immediate response or immediate access to digital content. Once your order is complete, we will send you a confirmation email.

No order is accepted, and no legally binding contract is created between us, unless and until we give you access to the digital content ordered and send an email confirmation to you that we have given you access.

## **ACCESS TO DIGITAL CONTENT: PAY-PER-VIEW**

Once your order is accepted, Emerald will give you access to the item of digital content ordered for 30 days, starting from the date you place your order via the website and during this period you may view the content or download a copy. Your right to access and download the digital content will cease at the end of that 30-day period.

The digital content must be used solely for your personal , non-commercial use and otherwise in accordance with our Terms of Use. Use of the digital content in the course of research funded by a commercial organisation is permitted.

You are responsible for all hardware, software, network availability and internet connectivity required to access our digital content.

We will use all reasonable efforts (i) to provide uninterrupted access to the digital content for the relevant period and to restore access as soon as possible in the event of an interruption to or suspension of access, and (ii) to ensure that it is free from defects, viruses and all other malicious content. We do not promise that digital content is compatible with any third-party software or equipment and you acknowledge that there may be minor errors or bugs in it.

If you are ordering access to digital content other than on a pay-per-view basis, additional terms in the Schedules below may apply.

## **PRICE**

Prices will be shown in the currency displayed on the website and are as stated from time to time on our website and are subject to change without notice.

Unless otherwise indicated, prices stated on our website are exclusive of legally applicable taxes.

Please be aware that taxes may apply to your purchase depending on your location and if this is the case, the breakdown of such legally applicable taxes which you are required to pay will be shown prior to payment and on your confirmation email.

Before and after your purchase, we are unable to accept tax exemption codes or other evidence that it is not appropriate for you to pay tax in relation to the digital content. For the avoidance of doubt, this means that if you provide such evidence after you've submitted your order, we are not able to provide you with a tax refund.

## **PAYMENT**

We use a third-party payment processor, Stripe, to operate our checkout and process your payment. Their terms and conditions and privacy policy are displayed at the checkout for you to read, which you agree to by submitting your order.

The following payment methods are accepted: American Express, Visa and Mastercard.

All credit/debit card payments are subject to authorisation by the card issuer. Access to digital content will not be given until your payment has been authorised.

We will do all that we reasonably can to ensure that all the information you share when paying for access to digital content is secure by providing a secure payment mechanism. However, in the absence of (i) negligence on our part; (ii) any failure by us to comply with this contract or our [Privacy Notice](#); or (iii) breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to that information.

## **PERMISSION TO USE (LICENCE)**

When you purchase access to the digital content and it is downloaded, you will not own it. Instead we give you permission to use it (also known as a 'licence') for the purpose of you using and enjoying it according to these terms and the [Terms of Use](#).

## **YOUR RIGHTS AS A CONSUMER**

We will provide you with access to digital content that complies with your legal rights under the Consumer Rights Act 2015. You may also have other rights in law. Please contact us using the details at the bottom of this page if you are unsatisfied with the digital content you have paid for access to, and we will help you.

## **CANCELLATION**

You can cancel for a full refund any order for digital content access within 14 days after you pay for it without giving any reason. This refund shall include any taxes which you paid at the checkout in

relation to the digital content. If you want to cancel your order, please notify us by email at [support@emerald.com](mailto:support@emerald.com). Once you have cancelled you will have no access to the digital content. You do not have this right to cancel once your use of the digital content ordered has started, for example once you have viewed the content on the website unless the digital content is faulty.

If you believe your digital content is faulty please contact us by email at [support@emerald.com](mailto:support@emerald.com). We will try to remedy any fault by providing you with replacement content or repairing the fault. If the fault cannot be fixed, or if it has not been fixed within a reasonable time, we will provide you with a full refund including any taxes paid.

## **ELECTRONIC COMMUNICATIONS**

When you place an order for access to digital content on our website, you are communicating with us electronically. We will communicate with you electronically by email and through our website. You agree that all communications and notices that we provide to you electronically satisfy any legal requirement that such communications be in writing, unless you are a consumer and mandatory applicable laws specifically require a different form of communication.

## **LIMIT ON OUR RESPONSIBILITY TO YOU**

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for (i) losses that were not caused by our breach of these terms, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) that were not foreseeable to both you and us when the contract was formed, or (iv) that were caused by any event or circumstance beyond our reasonable control.

The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

## **COMPLAINTS**

We will try to resolve any complaints or disputes quickly and efficiently. If you are unhappy with your purchase, please contact us as soon as possible using the contact details below.

## **DISPUTES**

These terms are governed by and construed in accordance with the laws of England. The courts of England shall have non-exclusive jurisdiction over any court proceedings. This means that if you are a consumer living outside of England, you may bring a claim to enforce your rights in the country in which you live.

## MODIFICATIONS TO THESE TERMS

We reserve the right to make changes to our website, policies, notices and terms, including these terms of sale at any time. You will be subject to the terms in force at the time you order from us. If any of these terms is deemed invalid, void or unenforceable that term will be deemed severable and will not affect the validity and enforceability of any remaining term.

## CHILDREN

Our digital content is not available for sale to children. If you are under 18 you may only use our website with the involvement with a parent or guardian.

## OUR CONTACT DETAILS

We are registered in England and Wales under company number: 03080506. Our registered office is at: Emerald Publishing Limited, Floor 5, Northspring, 21-23 Wellington Street, Leeds, England, LS1 4DL, United Kingdom. Our VAT number is: 665359306

If you require any further information about these terms or if you are not satisfied in any way with your purchase, please see our support portal which includes a chat function and FAQs: <https://emeraldpublishinggroup.freshdesk.com/support/home> or contact us by email at

[support@emerald.com](mailto:support@emerald.com).