

Terms and Conditions of Use

Indie Lector Store (ILS) LLC Conditions of Use

Last Modified: September 17, 2018

Welcome to ILS. We provide our services to you subject to the following conditions. If you visit or do business with ILS you agree to be bound by their terms and conditions described herein and all terms, policies and guidelines incorporated by reference. Please read them carefully and if you do not agree to all of these terms, do not use this website.

ILS reserves the right to change or modify any of the terms and conditions contained in this document or any policy or guidelines of the Site, at any time and in its sole discretion. Any change or modification will be effective immediately upon posting of the revisions on the Site. Your continued use of this Site following the posting of its changes or modifications will constitute your acceptance of such modifications and changes. Therefore, you should frequently review the site Terms and Conditions of Use and applicable policies from time to time to understand the terms and conditions that apply to your use of this Site. If you do not agree to the amended terms, you must stop using the Site.

Privacy Policy

ILS strongly believes in protecting the user's privacy. Please refer to our Privacy Policy for information on how ILS

collects, uses and discloses personally identifiable information from its users.

Electronic Communications

When you visit ILS or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing

Copyright

All content included in this site, such as text, graphics, logos, button icons, images, audio, data compilations and software, is the property of ILS, and is protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of ILS, and protected by US and International copyright laws. All software used on this site is the property of ILS or its software suppliers and is protected by US and international copyright laws

You are granted a limited, non-sub licensable license to access and use the site and electronically copy (except where prohibited without a license) and to print to hard copy portions of the Site Materials for your informational, non-commercial and personal use only. Such license is subject to these Site Terms and, except as otherwise provided herein, does not include (a) any resale or commercial use of the Site

or the Site Materials therein; (b) the collection and use of any product listings, pictures or descriptions; (c) the distribution, public performance or public display of any Site Materials, (d) modifying or otherwise making an derivative use of the Site and the Site Materials, or any portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Site, the Site Materials or any information contained therein, except as expressly permitted on the Site; or (g) any use of the Site or the Site Materials other than for its intended purpose. Any use of the Site or the Site Materials other than as specifically authorized herein; without the prior written permission of ILS, is strictly prohibited and will terminate the license granted herein,. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statues unless explicitly stated here; nothing in these Site Terms shall be construed as conferring any license to intellectual property rights, whether by estoppels, implication or otherwise, this license is revocable at any time.

Trademarks

ILS and other ILS graphics, logos, page headers, button icons, scripts and service names are trademarks, registered or trade dress of ILS. ILS's trademarks and trade dress may not be used in connection with an product or service that is not ILS's in any matter that might cause confusions among customers, or in any way to disparages or discredited

ILS. All other trademarks not owned by ILS that appear on this site are the property of their respective owners, who may or may not be affiliated or connected to or sponsored by ILS.

In addition you may not use any metatags or other “hidden text” utilizing “ILS” or any other name, trademark or product or service name of ILS without our prior written permission. This includes but is not limited to the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, the service mark, trademark and/or trade dress of ILS and may not be copied, imitated or used, in whole or in part, without our prior written permissions.

Repeat Infringement Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, ILS has adopted a policy of terminating, in appropriate circumstances and at the Company’s sole discretion, subscribers or account holders who are deemed to be repeat offenders. The Company may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Your Membership Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account

password. If you are under 18, you may use ILS only with involvement of a parent or guardian. ILS reserves the right to refuse service, terminate accounts, remove or edit content or cancel orders in their sole discretion.

Reviews, Comments, Emails, and Other Content

Visitors may post reviews, comments, and other content and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or other forms of ‘spam’. You may not use a false e-mail address, impersonate any person or entity; and that you will indemnify ILS, for all claims resulting from content you submit.

Copyright Complaints

ILS, respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement please follow our Notice and Procedure for Making Claims of Copyright Infringement.

Product Descriptions

ILS, attempt to be as accurate of possible. However, ILS, does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free.

Other Businesses

We provide links to other sites which may be of interest to our members or authors. We are not responsible for examining or evaluating, and we do not warrant the offerings of any of these businesses or individuals or the content of their Web sites. ILS, does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statement and other conditions of use.

Disclaimer of Warranties and Limitation of Liability

THIS SITE IS PROVIDED BY ILS, ON AN “AS IS” AND “AS AVAILABLE” BASIS. ILS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ILS, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ILS DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM ILS, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ILS, WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING,

BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMER, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Applicable Law

By visiting ILS, you agree that the laws of the state of Texas, United States of America, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and ILS.

Disputes

Any dispute relating in any way to your visit to ILS or to products you purchase through ILS shall be submitted to confidential arbitration in Austin, Texas, except that, to the extent you have in any manner violated or threatened to violate ILS's intellectual property rights, ILS may seek injunctive or other appropriate relief in any state or federal court in the state of Texas, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The

arbitrator's reward shall be binding and maybe entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable aw, not arbitration under the Agreement shall be joined to an arbitration involving any other party subject to the Agreement, whether through class arbitration proceedings or otherwise.

Site Policies, Modification and Severability

Please review our other policies posted on this site. These policies also govern your visit to ILS. We reserve the right to make changes to our site, policies and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.