

Terms and Policies

The following Terms of Use for the eBBBOOKS Platform is a legal contract between You, either an individual user or a single entity ("You" or, collectively, "Users"), and eBBBOOKS regarding Your use of the eBBBOOKS Platform.

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE. BY REGISTERING FOR, ACCESSING, BROWSING, POSTING, DOWNLOADING FROM OR USING THE EBBBOOKS PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS"). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE EBBBOOKS PLATFORM IN THE MANNER DESCRIBED IN SECTION 11.2 BELOW.

1. Eligibility.

The eBBBOOKS Platform is not available to persons under the age of majority in their jurisdiction or to any users previously suspended or removed from the eBBBOOKS Platform by eBBBOOKS. If you are using or opening an account on the eBBBOOKS Platform on behalf of a company, entity, or organization (collectively "Subscribing Organization"), then you represent and warrant that you are an authorized representative of that Subscribing Organization with the authority to bind such organization to these Terms; and agree to be bound by these Terms on behalf of such Subscribing Organization. BY USING THE EBBBOOKS PLATFORM, YOU REPRESENT THAT you meet the eligibility requirements in this Section. In any case, you affirm that you are at least 13 years old, as the eBBBOOKS Platform is not intended for children under 13.

2. Privacy; Additional Terms.

Your privacy is important to eBBBOOKS. eBBBOOKS' Privacy Policy and Giftcard/Gift Subscription Terms and Conditions are hereby incorporated into these Terms by reference. Please read this notice carefully for information relating to eBBBOOKS' collection, use, and disclosure of Your personal information.

3. Individual Features and Services.

When using the eBBBOOKS Platform, You will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the "Guidelines"). All such Guidelines are hereby incorporated by reference into these Terms.

4. Modification of these Terms.

eBBBOOKS reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms and any Guidelines periodically for changes. Your continued use of the eBBBOOKS Platform after the posting of changes constitutes Your binding acceptance of such changes. For any material changes to these Terms, such amended terms will automatically be effective ten days after they are initially posted on the eBBBOOKS Platform. We will always make a reasonable effort to notify You if we do change these Terms.

5. Digital Millennium Copyright Act.

Please note that since we respect authors' and content holders' rights, it is eBBBOOKS' policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). For more information, please go to eBBBOOKS' DMCA Notification Guidelines. Please note that eBBBOOKS will promptly terminate without notice any User's access to the eBBBOOKS Platform if that User is determined by eBBBOOKS to be a "repeat infringer". A repeat infringer is a User who has been notified by eBBBOOKS of infringing activity violations more than twice as a result of DMCA takedown notices or other similar copyright notices.

6. Scribd Platform License Grant.

6.1 License Grant to Download.

Subject to Your compliance with the terms and conditions set out in these Terms, eBBBOOKS hereby grants to You a limited, non-exclusive, non-transferable, freely revocable license to view, download (including, without limitation download to a portable device), print, and have printed select content for personal use, except as eBBBOOKS may restrict or block at the request of its content providers or on its own initiative.

6.2 Reservation of Rights.

eBBBOOKS reserves all rights not expressly granted in these Terms.

6.3 Prevention of Unauthorized Use.

eBBBOOKS reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized use of the eBBBOOKS Platform, including, but not limited to, technological barriers, IP mapping, and directly contacting Your Internet Service Provider (ISP) regarding such unauthorized use.

7. Content Disclaimer.

You understand that when using the eBBBOOKS Platform You will be exposed to content from a variety of sources, and that eBBBOOKS is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such content. You further understand and acknowledge that You may be exposed to content that is inaccurate, offensive, indecent or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against eBBBOOKS with respect thereto. eBBBOOKS does not endorse any content or any opinion, recommendation, or advice expressed therein, and eBBBOOKS expressly disclaims any and all liability in connection with content. If notified by a User or a content owner of content that allegedly does not conform to these Terms, eBBBOOKS may investigate the allegation and determine in its sole discretion whether to remove the content, which it reserves the right to do at any time and without notice. For clarity, eBBBOOKS does not permit copyright infringing activities on the eBBBOOKS Platform.

8. Prohibited Conduct.

BY USING THE SCRIBD PLATFORM YOU AGREE NOT TO:

8.1 use the eBBBOOKS Platform for any purposes other than to receive original or appropriately licensed content, to add User Comments, and/or to access the eBBBOOKS Platform as such services are offered by eBBBOOKS;

8.2 rent, lease, loan, sell, resell, sublicense, distribute, display or otherwise transfer the licenses granted herein or any Materials (as defined in section 12, below);

8.3 post, upload, or distribute any defamatory, libelous, or inaccurate User Comments, or other content;

8.4 post, upload, or distribute any User Comments or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, invasive of another's privacy, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;

8.5 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the eBBBOOKS Platform accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the eBBBOOKS Platform, or perform any other similar fraudulent activity;

8.6 delete the copyright or other proprietary rights notices on the eBBBOOKS Platform or associated with any content available via the eBBBOOKS Platform;

8.7 make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the eBBBOOKS Platform. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

8.8 use the eBBBOOKS Platform for any illegal purpose, or in violation of any local, state, national,

or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

8.9 defame, harass, abuse, threaten or defraud Users of the eBBBOOKS Platform, or collect, or attempt to collect, personal information about Users or third parties without their consent;

8.10 use the eBBBOOKS Platform if You are under the age of thirteen (13) years old;

8.11 remove, circumvent, disable, damage or otherwise interfere with DRM and other security-related features of the eBBBOOKS Platform features that prevent or restrict use or copying, printing, or sharing of any content accessible through the eBBBOOKS Platform, or features that enforce limitations on the use of the eBBBOOKS Platform or any content available via the eBBBOOKS Platform;

8.12 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the eBBBOOKS Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

8.13 modify, adapt, translate or create derivative works based upon the eBBBOOKS Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

8.14 intentionally interfere with or damage operation of the eBBBOOKS Platform or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;

8.15 relay email from a third party's mail servers without the permission of that third party;

8.16 use any robot, spider, scraper, or other automated means to access the eBBBOOKS Platform for any purpose or bypass any measures eBBBOOKS may use to prevent or restrict access to the eBBBOOKS Platform;

8.17 forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the eBBBOOKS Platform;

8.18 interfere with or disrupt the eBBBOOKS Platform or servers or networks connected to the eBBBOOKS Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the eBBBOOKS Platform; or

8.19 post, upload or distribute marketing material, advertisements, spam, content designed to aid search engine optimization, content in HTML format with links or redirects, or other content that in eBBBOOKS sole opinion detracts from the eBBBOOKS experience.

9. Account

When You use the eBBBOOKS Platform to print content, download content, or otherwise access content or use any products, services, or otherwise access information from eBBBOOKS, You may be asked to provide a password. You are solely 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 or password. You agree that the information You provide to eBBBOOKS on registration and at all other times will be true, accurate, current, and complete. You also agree that You will ensure that

this information is kept accurate and up-to-date at all times. If You have reason to believe that Your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of Your account ID, password, or any credit, debit or charge card number, if applicable), then You agree to immediately notify eBBBOOKS. You may be liable for the losses incurred by eBBBOOKS or others due to any unauthorized use of Your eBBBOOKS Platform account.

10. Third-Party Sites, Products and Services; Links.

The eBBBOOKS Platform may include links or references to other web sites or services solely as a convenience to Users ("Reference Sites"). Unless otherwise expressly stated by eBBBOOKS, eBBBOOKS does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the eBBBOOKS Platform are solely between You and such advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at Your own risk.

11. Termination; Terms of Use Violations.

11.1 eBBBOOKS.

You agree that eBBBOOKS, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with eBBBOOKS or Your use of the eBBBOOKS Platform and remove and discard all or any part of Your account, User profile, and any content, at any time. eBBBOOKS may also in its sole discretion and at any time discontinue providing access to the eBBBOOKS Platform, or any part thereof, with or without notice. You agree that any termination of Your access to the eBBBOOKS Platform or any account You may have or portion thereof may be effected without prior notice, and You agree that eBBBOOKS will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies eBBBOOKS may have at law or in equity. Notwithstanding the foregoing, if you have a eBBBOOKS Paid Access account, the terms on which your account may be terminated will be set forth in the Paid Access End User License Agreement.

11.2 You.

Your only remedy with respect to any dissatisfaction with (i) the eBBBOOKS Platform, (ii) any term of these Terms, (iii) any policy or practice of eBBBOOKS in operating the eBBBOOKS Platform, or (iv) any content or information transmitted through the eBBBOOKS Platform, is to close Your account and stop using eBBBOOKS. You may terminate these Terms at any time by discontinuing use of eBBBOOKS.

12. Ownership; Proprietary Rights.

The eBBBOOKS Platform is owned and operated by eBBBOOKS. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, services, and all other elements of the eBBBOOKS Platform provided by eBBBOOKS (the “Materials”) are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. eBBBOOKS acknowledges that You retain ownership of any User Comments you may post via eBBBOOKS, subject however to Your grant to eBBBOOKS of a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to reproduce, store, distribute, publicly display, and adapt them for use in conjunction with the operation of the eBBBOOKS Platform. All Materials contained on the eBBBOOKS Platform are the property of eBBBOOKS or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to eBBBOOKS or its affiliates and/or third-party licensors. Except as expressly authorized by eBBBOOKS, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials or the eBBBOOKS Platform. eBBBOOKS reserves all rights not expressly granted in these Terms.

13. Indemnification.

You agree to indemnify, save, and hold eBBBOOKS, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of Your use or misuse of the eBBBOOKS Platform, any violation by You of these Terms, or any breach of the representations, warranties, and covenants made by You herein. eBBBOOKS reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify eBBBOOKS, and You agree to cooperate with eBBBOOKS’ defense of these claims. eBBBOOKS will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

14. Disclaimers; No Warranties.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, EBBBOOKS, AND ITS AFFILIATES, PARTNERS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EBBBOOKS OR THROUGH THE EBBBOOKS PLATFORM WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 14, THE TERM

EBBBOOKS INCLUDES SCRIBD'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

15. Limitation of Liability and Damages.

15.1 Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL EBBBOOKS OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE MATERIALS AND CONTENT ON THE SCRIBD PLATFORM OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH EBBBOOKS, EVEN IF EBBBOOKS OR AN EBBBOOKS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Limitation of Damages.

IN NO EVENT WILL THE TOTAL LIABILITY OF EBBBOOKS OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OF THE EBBBOOKS PLATFORM OR YOUR INTERACTION WITH OTHER EBBBOOKS PLATFORM USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE EBBBOOKS PLATFORM DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

15.3 Reference Sites.

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN EBBBOOKS AND RECEIVED THROUGH OR ADVERTISED ON THE EBBBOOKS PLATFORM OR RECEIVED THROUGH ANY REFERENCE SITES.

15.4 Basis of the Bargain.

YOU ACKNOWLEDGE AND AGREE THAT EBBBOOKS HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT

THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND EBBBOOKS, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND EBBBOOKS. EBBBOOKS WOULD NOT BE ABLE TO PROVIDE THE EBBBOOKS PLATFORM TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

15.5 Limitations by Applicable Law.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

16. Miscellaneous.

16.1 Notice.

eBBBOOKS may provide You with notices, including those regarding changes to eBBBOOKS' terms and conditions, by email, regular mail, or postings on the eBBBOOKS Platform. Notice will be deemed given twenty-four hours after email is sent, unless eBBBOOKS is notified that the email address is invalid. Alternatively, we may give You legal notice by mail to a postal address, if provided by You through the eBBBOOKS Platform. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the eBBBOOKS Platform is deemed given ten days following the initial posting.

16.2 Waiver.

The failure of eBBBOOKS to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by eBBBOOKS.

16.3 Governing Law.

These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.

16.4 Jurisdiction.

You agree that any action at law or in equity arising out of or relating to these Terms or eBBBOOKS will be filed only in the state or federal courts in and for Santa Clara County, California, and You

hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action.

16.5 Severability.

If any provision of these Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

16.6 Assignment.

These Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by eBBBOOKS without restriction. Any assignment attempted to be made in violation of these Terms shall be void.

16.7 Survival.

Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, sections 6-16.

16.8 Headings.

The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

16.9 Entire Agreement.

These Terms (including all Guidelines and terms incorporated herein) are the entire agreement between You and eBBBOOKS relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms or Guidelines made by eBBBOOKS as set forth in section 4 above.

16.10 Claims.

YOU AND EBBBOOKS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE EBBBOOKS PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

16.11 Disclosures.

The services are offered by eBBBOOKS Inc., located at: eBBBOOKS.com, 539 Bryant Street, Suite 200, San Francisco, CA 94107, and email: support@ebbbooks.com. If You are a California resident, You may have this same information emailed to You by sending a letter to the foregoing address with Your email address and a request for this information.

17 Gift Subscriptions.

Please refer to the eBBBOOKS Gift Subscription Terms and Conditions.