

# Davis eBook Cafe Terms and Conditions

## SECTION 1 – ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## SECTION 4 – ACCOUNTS

In order to use certain features of the Site or Services, you must register for an account with Company ("Account") and provide certain information about yourself as prompted by the Site registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

#### SECTION 5 – PAYMENT TERMS

For each subscription you order on the Site, you agree to pay the price applicable for the Product as of the time you submitted your order ("Product Price"), the delivery fees for the delivery service you select ("Delivery Fees"), and any applicable Taxes (defined below). If you order a subscription to a Product (with a monthly term, or a term of 3 months, 6 months or 12 months) that auto-renews ("Subscription"), then you agree to pay the applicable Product Price, Delivery Fees, and Taxes upon each auto-renewal date, until you terminate your Subscription in accordance with the directions on the Site. Your next billing date will be displayed in your Account page for each of your active Subscriptions ("Renews on" date). We reserve the right to change the timing of our billing, in particular, if your Payment Method has not successfully settled, there are unforeseen delays that hinder our ability to ship your product, or there are changes to your account or Subscriptions. Please also note that if your Subscription includes a discounted Product Price for a promotional period, once the promotional period expires, your Subscription will renew at the full Product Price. As such, if you purchase a Subscription, until such time as you terminate your Subscription in accordance with the directions on this site, you hereby authorize, agree and assent to the Company automatically billing your credit card submitted as part of the order process for such amounts that are due. You will be solely responsible for payment of all taxes (other than taxes based on Company's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the Product purchase ("Taxes") not withheld by Company, including, without limitation, all Product purchased pursuant to any Updated Subscription. All payments are non-refundable (except as expressly set forth in this document). Without limiting other remedies, we reserve the right to charge a late fee on all past due payments equivalent to the lesser of one and a half percent (1.5%) per month on the unpaid balance or the highest rate allowed by law. You agree to pay for all collection costs, attorneys' fees, and court costs incurred in the collection of past due amounts.

#### SECTION 6 – SHIPPING POLICY

Products will be shipped via USPS Media Mail within the United States (continental, Alaska, Hawaii as well as overseas military addresses including APO, DPO, etc.) and via USPS First Class Package International to Canada. Any delivery dates provided by Company are estimates. Company reserves the right to make deliveries in installments. Company will send you an email when your order has shipped and you may review your order and shipping information on your Account. Currently, we ship to the US and Canada only. You are responsible

for keeping your account and shipping information accurate and up-to-date and any address changes for a month's package must be made by the 14th of the month by 1:00 PM Pacific time to be valid for that month's package. If one of your packages is returned to us, we will resend the first package for free as a courtesy, but any future packages that are returned to us for an incorrect address will be invoiced to the customer for shipping (including fees due upon delivery to The Company as well as return shipping charges to The Customer.)

#### SECTION 7- CANCELLATION POLICY

Subscriptions of any length (1-, 3-, 6-, or 12-month terms) automatically renew at the completion of the term. You may, however, choose not to renew your subscription for an additional term at anytime. Cancel by 1:00 PM Pacific time on the 14th of the designated renewal month if you do not wish to continue the subscription for an additional term. To cancel, email us at [support@elephant-books.com](mailto:support@elephant-books.com) with the name and/or email address of the account. If you email to cancel before 1:00 PM Pacific time on the 14th of your renewal month, you will not be charged or, if already charged will be eligible for a full refund of your renewal. If you email to cancel after 1:00 Pacific time on the 14th of the renewal month, you are ineligible for a refund and will receive the subscription for the duration of the renewal period (either 1, 3, 6, or 12 months depending on the subscription length). Gift subscriptions (1-, 3-, 6-, or 12-month terms) will expire after the original term is complete unless the gift giver has indicated at the time of purchase that he or she wishes the gift to auto-renew at the completion of the term.

#### SECTION 8 – RETURN POLICY

Return Policy. Subscription boxes are not eligible for return.

Exchanges. We do not accept any Product exchanges.

Damaged Products. If the Product arrives damaged or not substantially as described on the Product information page ("Damaged Product"), Company will send replacement product if photo documentation is provided of the damaged product within 48 hours of the Product's delivery (as determined by USPS tracking data) to [support@elephant-books.com](mailto:support@elephant-books.com).

#### SECTION 9 – PROMOTIONS

Please read the official rules that accompany each special offer, coupon, discount, contest and sweepstakes that we may offer or conduct. Special offers, coupons, or discounts cannot be used in conjunction with other offers. Limit one promotion per order.

#### SECTION 10 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We will not modify the price of your automatically renewing subscription without providing you with adequate notice and receiving your acceptance of the price change.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

#### SECTION 11 – PRODUCTS OR SERVICES (IF APPLICABLE)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

#### SECTION 12 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

#### SECTION 13 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

#### SECTION 14 – THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### SECTION 15 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or

contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### SECTION 16 – PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy, click the “Privacy” link from the bottom of the Home Page.

#### SECTION 17 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

#### SECTION 18 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.