



TERMS OF SERVICES

Last updated June 10, 2014

Your Commitment

- You'll follow the ABC BookWerks, LLC website **code of conduct**:
 - You won't use ABC BookWerks, LLC website for commercial purposes.
 - You won't do anything that is illegal in your local jurisdiction or in the United States of America.
 - You won't post any photos or videos that contain nudity.
 - You won't harass or intentionally hurt other people.
 - You won't post copyrighted content that belongs to someone else without permission.
- You are at least 13 years of age.
- You understand that you are solely responsible for the content that you post, whether it is posted publicly or privately.
- You agree to license your content (royalty-free) to ABC BookWerks, LLC for the purpose of displaying it on the ABCBookWerks.com network and making it available to other users on the network.

Our Commitment

- We respect your privacy. Your information is subject to our Privacy Policy.
- We will only disclose your personal information and/or content:
 - If we are required to do so by law, usually though not necessarily through a subpoena.
 - We need to respond to copyright infringement claims.
 - Per your request.
 - If necessary to protect other people.
- We will not sell, share, or distribute your personal information to third parties, unless you so authorize.
- If you ever want to export the content you have posted on ABCBookWerks.com, we will assist you as best we can, subject to a price quote. (Our goal is to make this export process as automated as possible in the future.)
- We will strive to provide you with an environment that allows you to control who can access the content that you post.



Notes and Other Disclosures

- Cancellation
 - You may cancel your ABC BookWerks, LLC account at any time by emailing us via our contact form (please make sure that you contact us with the same information for your account; otherwise we cannot verify your identity) and selecting “General Questions” from the “Service Request” Menu. Please include in the message "Please cancel my account."
 - You may cancel your Premium Membership at any time here:
- Limitation of Liability

IN NO EVENT SHALL ABC BOOKWERKS, LLC BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICE (OR YOUR INABILITY TO USE THE SERVICE), EVEN IF ABC BOOKWERKS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ABC BOOKWERKS, LLC'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO ABC BOOKWERKS, LLC FOR THE SERVICE DURING THE TERM OF MEMBERSHIP.

- Indemnity: You agree to indemnify and hold ABC BookWerks, LLC and its subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit or post through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another person or entity.
- You understand that the service is provided "as-is" and on an "as available" basis. There are no performance guarantees. You also agree that ABC BookWerks, LLC is not liable for any damages that may occur through your use of the service, because of service unavailability or feature-loss, or because of data loss that may occur. In addition, though best efforts will be made to maintain a secure data environment, we are not liable for damage caused due to security breaches by outside parties.
- You understand that ABCBookWerks.com may run advertisements on any pages and that such advertisers may attempt to collect information from you, however; ABC BookWerks, LLC itself will not share cookie information or other personally identifiable information with advertisers.
- You understand that ABC BookWerks, LLC has the right to pre-screen, refuse, temporarily or permanently disable, delete, or move any content or users at its discretion.
- You understand that once your account is closed that all of your content and information may be deleted at any time.
- If you purchase anything through us, you authorize us to verify information via third party databases related to transactions you may be making. You also allow us to share



necessary information related to such purchases with involved parties such as credit card companies and other financial entities/facilitators.

- You understand that premium memberships that you purchase on ABCBookWerks.com will automatically renew until you cancel. There are no refunds of fees paid.
- We may suspend and/or delete your account and all content that you have posted if you violate this TOS, if you request such action, at the request of legal authorities, if you are inactive for an extended period of time, or for other reasons at our discretion.
- This TOS is governed by the laws of the State of Minnesota. You and ABC BookWerks, LLC agree to submit to the personal and exclusive jurisdiction of the courts located within Dakota County, Minnesota.

In writing:

ABC BookWerks, LLC
ATTN: Privacy Department
2420 E. 117th St., Suite 100
Burnsville, MN 55337

By E-mail: privacy@abcbookwerks.com

By telephone: 612.242.2120

By fax: 612.844.1199