

dog-eared.com

TERMS OF USE AGREEMENT

Last updated: August 16, 2022

We want to make sure you completely understand what Dog-Eared Publications is all about. Please email us at field@dog-eared.com if anything is unclear.

IMPORTANT

THIS AGREEMENT IS A CONTRACT

IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS. IT ALSO PROVIDES THAT YOU WILL NOT BRING CLASS ACTION CLAIMS AGAINST US.

PLEASE READ THIS AGREEMENT CAREFULLY, AND PRINT IT.

This Agreement is copyrighted material and is not for reproduction or re-use by others.

This website is operated by DOG-EARED PUBLICATIONS, LLC ("Dog-Eared Publications" or "Company"). Dog-Eared Publications is a publisher and purveyor of children's nature books as well as stories, mysteries, games, puzzles, and stickers (individually and collectively, the "Product(s)"). Throughout the Site, the terms "we", "us" and "our" refer to Dog-Eared Publications. Your use of the Site is conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

The Parties. This Terms of Use agreement (the "Agreement", "Terms of Use", or "Terms") is made between Dog-Eared Publications, a Wisconsin limited liability company, and YOU. This Agreement contains the terms and conditions that govern your use of our web site: <http://www.dog-eared.com> (the "Site") and purchases of Products we may offer (the Site, our Products, Content, and services, collectively, the "Services"). Reference in the Agreement to the Site, a particular Product, Content or particular services is for emphasis only and does not alter the foregoing definition of "Services." You and Dog-Eared Publications may be referred to collectively as the "Parties" and individually as a "Party."

Acceptance of Terms. By continuing to browse the Site you signify that you have read, understand and agree to be bound by this Agreement. If you do not agree with any provision of this Agreement, please do not use the Services.

Changes to this Agreement. You acknowledge and agree that Dog-Eared Publications, in its sole discretion, may amend or modify the Services and this Agreement at any time and in any manner. When this happens, we will revise the "Last Updated" date on this page. We encourage you to review this page periodically. Your continued use of the Services following the posting of changes to this Agreement will mean that you accept such changes. If by law, regulation or contractual obligation You are required to receive advance notice of changes, please contact us at field@dog-eared.com to arrange for advance notice.

Acceptance of Electronic Contract. You agree that this Agreement has the same legal force and effect as a written contract with your written signature and that it satisfies any laws that require a writing or signature, including any applicable statute of frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of this Agreement on the grounds that it was electronically transmitted or authorized. A printed version of this Agreement shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You acknowledge that you have had the opportunity to print this Agreement.

Definitions. As used in this Agreement:

“Content” includes but is not limited to text, graphics, logos, layout, design, button icons, visual images, compilations, products, object code, source code, multimedia content (including but not limited to images, illustrations, audio and video files), databases, policies, statements, agreements, trademarks, trade dress, and all other work and intellectual property of any type or kind, whether patentable or copyrightable or not, present on the Site and in Products and in any other Services offered by Dog-Eared Publications.

“Dog-Eared Publications, LLC”, and “Company” includes its principals, officers, directors, employees, consultants, affiliates, agents and other representatives.

“Person” means any individual, corporation, partnership, association or other group of persons, whether or not organized as a legal entity, including legal successors or representatives of the foregoing.

“Product(s)” means any item available for purchase on our Site.

“Services” includes, collectively, the Site, all Products, and all Content.

“Third-Party Site” means any website that is not owned or controlled by Dog-Eared Publications.

“User” means any Person who visits the Site, uses the Services for any purpose, authorized or unauthorized.

Children’s Privacy

We do not knowingly collect any information from children under the age of 13. Please contact us at field@dog-eared.com if you believe that we have inadvertently collected personal information from a child under 13 without proper consent. This will allow us to delete such information as soon as possible.

Services Access and Use. Your access to Services is conditioned upon your full and ongoing compliance with all the terms and conditions of this Agreement.

Digital Content License. The Site offers Products in digital form (“Digital Content”). Upon successful, non-reversible completion of the applicable financial transaction for the Digital Content you have selected, we grant you a limited, non-exclusive, revocable license to access, store and make personal non-commercial use of such Digital Content, expressly conditioned upon all the terms and conditions of this Agreement. This license is a condition and not merely a covenant.

You may not share, resell or use Services for any commercial purpose. You may not distribute nor make any derivative use of Services. You may not use data mining, robots, or similar data gathering and extraction tools. Excepting uses that are permitted under applicable provisions of law, neither the Services nor any portion thereof may be reproduced, modified, sold, performed, displayed, or otherwise exploited for any purpose other than your personal use without our express written consent.

Except for open source software components, all Services are the property of Dog-Eared Publications or its licensors and are protected by United States and international copyright laws with all rights reserved. The compilation of any/all Content is the exclusive property of Dog-Eared Publications and is protected by United States and international copyright laws with all rights reserved.

You agree not to reproduce, reverse engineer, decompile, disassemble or modify any portion of the Services. Certain content may be licensed from third parties and all such third-party content and all intellectual property rights related to such content belong to the respective third parties.

You acknowledge that Dog-Eared Publications retains exclusive ownership of the Services and all intellectual property rights associated therewith. Except as expressly provided herein, you are not granted any rights or license to patents, copyrights, trade secrets or trademarks with respect to the Services or Content, and Dog-Eared Publications reserves all rights not expressly granted hereunder. You shall promptly notify Dog-Eared Publications in writing upon your discovery of any unauthorized use or infringement of the Services or Dog-Eared Publications' patents, copyrights, trade secrets, trademarks or other intellectual property rights. The Services contain proprietary and confidential information..

We have the right to investigate occurrences which may involve violations of this Agreement and/or policies posted on the Site, and we may provide information to and cooperate with, law enforcement authorities.

No information or material uploaded or sent to Dog-Eared Publications at, on or through the Services will be deemed or treated as confidential. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services ("Submissions") provided by you to Dog-Eared Publications shall become the sole property of Dog-Eared Publications. You hereby assign to Dog-Eared Publications all exclusive rights, including all intellectual property rights, to Submissions and Dog-Eared Publications shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without notice, attribution or compensation to you.

Dog-Eared Publications' logos, and all other trademarks, service marks, logos, trade dress and other designations appearing in the Services, registered and unregistered (collectively, the "Marks") are owned exclusively by Dog-Eared Publications or its licensors. Marks appearing in the Services and not owned by Dog-Eared Publications are the property of their respective owners. You agree not to copy, display or otherwise use any Marks without Dog-Eared Publications prior written permission. The Marks may never be used in any manner likely to cause confusion, disparage or dilute. You may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on the Services.

You may not use our Services, including the Site, Products, and Content for any illegal or unauthorized purpose nor may you, in the use of Services, violate any applicable laws (including but not limited to copyright laws). Dog Eared Publications reserves all rights and remedies in connection with your breach or violation of this Agreement.

User Conduct and General Practices. You agree not to use the Services in any unlawful manner or, without limitation, to:

- harvest or collect email addresses or other contact information from others by electronic or other means;
- damage, disable, overburden or impair the Services.
- use automated scripts to collect information from or otherwise interact with the Services.
- upload, post, transmit, share, store or otherwise make available any content in a manner or for purposes that could subject Company to liability, including but not limited to content that is threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, fraudulent, invasive of privacy or publicity rights, or otherwise actionable.
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity.

- upload, post, transmit, share, store or otherwise make publicly available any private information of any Third-Party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers.
- solicit personal information from anyone, otherwise than in connection with an authorized Service;
- upload, post, transmit, share or otherwise make available any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- intimidate, stalk or harass another.
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, harm to oneself or others, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law.

Dog-Eared Publications reserves the right at any time and from time to time to modify or discontinue the Services (or any part thereof), temporarily or permanently, with or without notice. You agree that Dog-Eared Publications shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services or Content.

User Representations. By accepting this Agreement you expressly warrant and represent that all factual assertions you have made and will make to us are true and complete; that you have reached the age of majority and are otherwise competent to enter into contracts in your jurisdiction; that you are at least 18 years of age; and that in any event you are receiving a benefit by this Agreement and by being permitted to access the Services.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

Dog-Eared Publications is not responsible if information made available on the Site is not accurate, complete or current. The Services are 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 Services is at your own risk.

The Site may contain certain historical information. Historical information, necessarily, is not current and is provided for reference only. We reserve the right to modify the Services at any time, but we have no obligation to do so. You agree that it is your responsibility to monitor changes to any Services.

PAYMENT TERMS & FINANCIAL INFORMATION

Payment Terms. For each order submitted 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. 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 (1.5%) per month on the unpaid balance or the highest rate allowed by law. You agree to pay for all collection costs, attorney's fees and court costs incurred in the collection of past due amounts.

Financial Terms and Conditions. Notice. Dog-Eared Publications plays no role, financial or otherwise, in any transaction between you and any credit card company or online payment processing vendor. The Financial Terms and Conditions set forth in this Agreement are meant exclusively to apply to transactions between you and Dog-Eared Publications.

Currency. All payments due from you to us shall be made to Dog-Eared Publications LLC in United States dollars.

Payments. When you make a purchase on the Site you will be redirected to <https://www.PayPal.com> and the financial transaction will occur there. Dog Eared Publications does not process electronic payments through the Site.

You agree to pay for all fees and charges incurred under your account. If you pay for goods or services with a credit card, you authorize any and all charges and fees incurred under your account to be billed to your credit card account. Regardless of the method of payment, it is your sole responsibility to advise Dog-Eared Publications of any billing problems or discrepancies within ten (10) days after such discrepancies or problems become known to you. Your credit card issuer agreement governs the use of your designated credit card account in connection with any purchase; you must refer exclusively to such issuer agreement, and not this Agreement, to determine your rights and liabilities as a cardholder.

If you pay for any goods or services by check and your check is returned for any reason, you shall remit to Dog-Eared Publications a fee of \$50.00 and shall immediately remit credit card payment for all charges in the subject order. Interest on all amounts due shall accrue at the rate of 1.5% per month or the greatest amount permitted by law.

You agree to pay Dog-Eared Publications LLC all reasonable costs of collection and directly related attorney fees incurred by us whether incurred prior to or after the commencement of formal legal action.

Stale Checks. Checks issued by Dog-Eared Publications to any User, for any purpose, are VOID after 90 days from the date of issue. Users requesting replacement checks will be charged a \$25.00 fee for issuance of the replacement check.

Billing questions can be directed to:

Dog-Eared Publications LLC, Attn: Customer Service
field@dog-eared.com

SHIPPING & DIGITAL DOCUMENT DELIVERY

Products ordered in print form will be shipped via FedEx™ or USPS Media Mail within the United States (continental, Alaska, Hawaii and overseas military addresses including APO, DPO, etc.) or as otherwise agreed to by the Parties. Company reserves the right to make deliveries in installments. Dog-Eared Publications will notify you at the email address you provide when your order has shipped. Currently, we ship to the US and Canada only. You are responsible for providing accurate shipping information.

Products in digital format will be sent electronically to the email address you provided when placing your order, in PDF format.

RETURNS/REFUNDS

Products ordered in print form may be returned within ten (10) days of receipt if the Product is undamaged and resalable and a copy of the original invoice has been provided. In such case Dog Eared Publication will issue a full refund of the purchase price, less any shipping costs incurred by Dog-Eared Publications.

Products ordered in digital format may not be returned.

If a Product ordered in print form arrives damaged, Dog-Eared Publication will send a replacement Product so long as photo documentation of the damaged Product has been sent to field@dog-eared.com within 48 hours of the Product's delivery (as determined by FedEx or USPS tracking data).

Products cannot be exchanged except as specifically agreed to by Dog-Eared Publication.

PRODUCTS AND PRICES

Prices for our Products are subject to change without notice. We reserve the right at any time to modify or discontinue any Service (or any part) without notice. We are not liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services.

Certain Products may be available exclusively online through the Site, as digital documents. We have made every effort to display as accurately as possible the colors and images of Products that appear on the Site. We cannot guarantee that your computer monitor's display of color will accurately depict the Product.

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. All descriptions of Products and pricing are subject to change at any time without notice, at our sole discretion. Any offer for any Product or Service is void where prohibited.

THIRD-PARTY LINKS

You understand that the Services may contain links or directions to Third-Party Sites that are not owned or controlled by Dog-Eared Publications and that Third-Party Sites may contain advertisements, products, pictures, graphics, photographs, trademarks, logos, text, comments, messages, information, audiovisual work, sound recordings, musical compositions, lyrics, and other works and intellectual property (without limitation, "Third-Party Content") that is not owned or controlled by Dog-Eared Publications.

Without limiting any other provisions of this Agreement, including but not limited to warranty disclaimers: we make no representations whatsoever about any Third-Party Site or Third-Party Content that you may access through the Services. When you access any other website, you understand that it is entirely independent from the Services and Dog-Eared Publications and that we have no control over the content of such website nor of its policies. We cannot and will not investigate, monitor, censor or edit the content of any Third-Party Sites or Third-Party Content. It is up to you to take precautions to ensure that Third-Party Sites and Third-Party Content are free of such items as viruses, worms, trojan horses, defects, date bombs, time bombs and other items of a destructive nature. If you access any Third-Party Sites or use or install any Third-Party Content, you do so at your own risk.

In addition, a link or direction to another website or resource does not mean that Dog-Eared Publications endorses or accepts any responsibility for the content, use or policies of such website or resource, or that the policies of such website are consistent with our policies or the terms and conditions of this Agreement. We strongly encourage you to become familiar with the policies and practices of any linked site. You acknowledge and agree that all Third-Party Content and Third-Party Sites shall be governed by the policies and other rules established by the owners, operators or providers of such Third-Party Content and/or Third-Party Sites, and that Dog-Eared Publications shall not be a party to and shall play no role whatsoever in any dispute you may have with the owners, operators or providers of such Third-Party Content and/or Third-Party Sites.

BY USING THE SERVICES, YOU EXPRESSLY RELEASE DOG-EARED PUBLICATIONS FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY SITES OR THIRD-PARTY CONTENT.

DISCLAIMER OF WARRANTIES

Disclaimer of Warranties. A possibility exists that the Services could include inaccuracies or errors. Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Services. Although we attempt to ensure the integrity of the Services, we make no guarantees as to their completeness or correctness. In the event that a situation arises in which the Services' completeness or correctness is in question, you agree to contact us including, if possible, a description of the material to be checked and the location where such material can be found, as well as information sufficient to enable us to contact you. We will make best efforts to address your concerns as soon as reasonably practicable.

THE SERVICES, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, ARE PROVIDED "AS IS," WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, AND WITHOUT PREJUDICE TO DISCLAIMERS FOUND ELSEWHERE IN THIS AGREEMENT, DOG-EARED PUBLICATIONS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO OPINION, ADVICE OR STATEMENT OF DOG-EARED PUBLICATIONS OR ITS USERS, WHETHER MADE THROUGH THE SERVICES OR OTHERWISE, SHALL CREATE ANY WARRANTY. DOG-EARED PUBLICATIONS DISCLAIMS ANY AND ALL WARRANTIES FOR ANY INFORMATION OR ADVICE RECEIVED ANYWHERE ON OR THROUGH THE SERVICES AND THROUGH ANY LINKS PROVIDED ANYWHERE ON THE SITE OR THROUGH THE SERVICES.

DOG-EARED PUBLICATIONS DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER(S) ON WHICH THE SERVICES ARE HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SERVICES, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL, INFORMATION OR DATA THROUGH THE USE OF THE SERVICES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL, INFORMATION OR DATA.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION. PROVIDED, HOWEVER, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW YOU HEREBY WAIVE THE PROVISIONS OF ANY LAW LIMITING OR PROHIBITING SUCH EXCLUSIONS.

Limitation of Liability. DOG-EARED PUBLICATIONS IS NOT RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR DEATH TO YOU OR THIRD PARTIES, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO USE OR MISUSE OF OR RELIANCE ON THE SERVICES, EVEN IF DOG-EARED PUBLICATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL DOG-EARED PUBLICATIONS LLC'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO DOG-EARED PUBLICATIONS TO ACCESS THE SERVICES. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND/OR RELIANCE ON THE SERVICES, FROM INABILITY TO USE THE SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES (INCLUDING ANY SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LEGAL LIABILITY, LOST PROFITS, AND LOST DATA. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. PROVIDED, HOWEVER, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW YOU HEREBY WAIVE THE PROVISIONS OF ANY LAW LIMITING OR PROHIBITING SUCH EXCLUSIONS OR LIMITATIONS.

You acknowledge and represent that you are voluntarily using the Services.

INDEMNIFICATION

You agree to and hereby do indemnify, defend and hold harmless Dog-Eared Publications from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Services and/or your breach of this Agreement.

SEVERABILITY

The provisions of these Agreement are intended to be severable. If for any reason any provision of these Agreement shall be held invalid or unenforceable in whole or in part in any applicable jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. The failure of Dog-Eared Publications to exercise or enforce any right or provision of the Agreement shall not operate as a waiver of such right or provision.

MISCELLANEOUS

Miscellaneous. This Agreement is binding on the Parties and their respective permitted successors and assigns. You may not assign this Agreement or any rights, benefits or obligations hereunder by operation of law or otherwise without the prior written consent of Dog-Eared Publications, which may be withheld at Dog-Eared Publications' sole discretion. Dog-Eared Publications may assign this Agreement, in whole or in part, for any reason, in its sole discretion. If any portion of this Agreement is found to be void or unenforceable, the remaining portion shall be enforceable with the invalid portion removed, giving all reasonable construction to permit the essential purposes of the Agreement to be achieved. The Parties' various rights and remedies hereunder shall be construed to be cumulative.

This Agreement shall be deemed to have been made in the United States of America, State of Wisconsin, and it shall be governed by the substantive laws of the State of Wisconsin without regard to any applicable conflict of laws provisions. The Parties submit to jurisdiction in the state and federal courts sitting in or serving Dane County, Wisconsin, USA, and you hereby waive any jurisdictional, venue or inconvenient forum objections. Provided, however, that if we are sued or joined in an action in any other court or forum in respect of any matter which may give rise to a claim by us hereunder, you consent to the jurisdiction of such court or forum over any such claim. Nothing in this paragraph or Agreement constitutes our consent to the assertion of personal jurisdiction over Dog-Eared Publications otherwise than in Wisconsin.

No action arising out of, in connection with, or relating to this Agreement shall be brought by you more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both Parties. All statutes or provisions of law that would toll or otherwise affect the running of the period of limitation are hereby waived, and no such statute or provision of law shall operate to extend the period set forth in this paragraph.

Notice for California Users. Under California Civil Code Section 1789.3, California Users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California

Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210. The provider of service is DOG-EARED PUBLICATIONS, a Wisconsin limited liability company with its address publicly on file. There is no charge for browsing the Site. There are charges for certain goods and Services offered on the Site.

THE PARTIES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, THE COURT MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE COURT MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law. Nothing in this Agreement shall be construed or deemed to create any partnership, agency, joint venture, employment or franchise relationship between the Parties.

You agree to execute all further and additional documents as may be necessary or desirable to effectuate and carry out the provisions of this Agreement.

Captions and headings used in this Agreement are for purposes of convenience only and shall not be deemed to limit, affect the scope, meaning or intent of this Agreement, nor shall they otherwise be given any legal effect.

No breach of any agreement by Dog-Eared Publications shall be deemed material unless you shall have given Dog-Eared Publications written notice of such breach, and Dog-Eared Publications fails to cure such breach within ninety (90) days after its receipt of such notice.

All notices required to be sent to Dog-Eared Publications LLC under this Agreement shall be in writing and shall be sent by email with proof of delivery addressed to field@dog-eared.com with LEGAL NOTICE in the subject line, Attention: Legal.

Contact Information. If you have any questions regarding this Agreement, please contact Dog-Eared Publications LLC at field@dog-eared.com.