

# Terms of Use

*For legal purposes, only the English language version of the Terms of Use is binding. Non-english versions are translated from the English language version for your convenience.*

LAST UPDATED: January, 2025

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This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with E-Library USA and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, do not access or use the Website.

## **Changes to the Terms of Use**

We will notify you of changes to these Terms of Use by posting an updated version on this page. You acknowledge that any use of the Website is based on these Terms of Use, current at the time of use. If we make any material changes, we will notify you by email notification or a notice via the Website (such as a banner or pop-up) prior to the changes becoming effective and provide you with the ability to consent to these changes (such as an "I agree" or "OK" button, or a prominent statement indicating the changes are in effect and continued use of the Website signifies consent). We encourage you to periodically review this page so you are aware of any changes. The date these Terms of Use were last updated is identified at the top of these Terms of Use.

## **Accessing the Website and Account Security**

We reserve the right to withdraw or amend the Website, and any material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website and ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain personal information, registration details, or other information. It is a condition of

your use of the Website that all the information you provide on the Website is correct, current and complete. You acknowledge that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, there has been any unauthorized access to or use of your account or any other breach of security, or you have violated any provision of these Terms of Use.

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not to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm E-Library USA or users of the Website or expose them to liability;

not to use (or attempt to use) any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;

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not to introduce any spyware, viruses, Trojan horses, worms, keystroke loggers, rootkits, logic bombs or other material which is malicious or technologically harmful to the Website (or the servers, networks, and databases connected to the Website);

not to use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

not to attempt to gain unauthorized access to, interfere with, damage, disrupt, or circumvent any security features of, any parts of the Website (or the servers, networks, and databases connected to the Website);

not to attack the Website via a denial-of-service attack or a distributed denial-of-service attack; and

that you are solely responsible for (and that E-Library USA has no responsibility to you or to any third party for) any breach of your obligations under these Terms of Use and for the consequences (including any loss or damage which you may suffer) of any such breach.

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Send e-mails or other communications with certain content, or links to certain content, on this Website.

Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

Establish a link from any website that is not owned by you.

Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other website.

Link to any part of the Website other than the homepage.

Otherwise take any action with respect to the content on the Website that is inconsistent with any other provision of these Terms of Use.

You may not link to our homepage unless it is done in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such



a way as to suggest any form of association, approval or endorsement on our part without our express written consent. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our sole discretion.

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You agree to defend, indemnify and hold harmless E-Library USA, its parents, subsidiaries, affiliates, related entities, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, representatives, partners, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

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Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Massachusetts in each case located in the County of Essex. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **Waiver and Severability**

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If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

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E-Library USA

Attn: Customer Support

400 Continental Blvd, 6th Floor

El Segundo, CA 90245

or via email:

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