

Jane Austen Pen Pal Club

TERMS OF SERVICE

This website is operated by the Jane Austen Pen Pal Club, LLC ("JAPC"). JAPC is a service business whose intent is (1) to provide a forum for robust communication and the exchange of ideas between Jane Austen fans via its Blog & News page and Message Board page; (2) to provide Subscribers/Members with the opportunity to be a part of a pen pal exchange with other Subscribers/Members; and (3) to provide Subscribers/Members with the opportunity to submit their Austen-inspired creative writing and film, television and book reviews for consideration for posting on the JAPC website ("Service"). The terms "we," "us" and "our" refer to the JAPC. JAPC offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated with the "Terms of Service."

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service," or "Terms.") These Terms of Service apply to all users of the site, including without limitation, users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services or make any purchase/s from this website. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Wix.com. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - AGE OF MAJORITY AND LAWFUL USE

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province or country of residence. 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 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. We are not responsible for the accuracy of the contact and personal information provided to us by Subscribers/Members for inclusion on the Lookbook pages and are relying on Subscribers/Members to furnish accurate, current contact information and to update this information in a timely manner when necessary. All other 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 any of 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 - MODIFICATIONS TO THE SERVICE AND PRICES

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

SECTION 5 - PRODUCTS OR SERVICES

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 or service 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.

SECTION 6 - 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 from our site or 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.

SECTION 7 - THIRD-PARTIES

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 of any third-party links 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 8 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request or invitation, you send certain specific submissions (for example, contest entries or creative writing, film, television or book reviews) or without a request or invitation from us you send us creative ideas, creative writing, reviews, suggestions, proposals, plans, photos, videos or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'Materials'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Materials that you forward to us. We are and shall be under no obligation (1) to maintain any Materials in confidence; (2) to pay compensation for any Materials; or (3) to respond to any Materials. More specifically, neither JAPC nor the "Jane Austen Small Press" is a publisher. We do not provide compensation of any kind whatsoever to those who submit Materials to JAPC or to those whose Materials appear on the JAPC site. "Jane Austen

Small Press” is a page on our website dedicated to posting Austen-inspired creative writing as well as film, television and book reviews of Austen derivative works and related Materials. This page is meant, solely, for the enjoyment of our Subscribers/Members and is not intended to be an avenue of profit or a source of compensation to contributors of Materials. We may, but have no obligation to, monitor, edit or remove any and all content submitted to the site that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, detracts from the purpose and intention of the website or is otherwise objectionable or violates any party’s intellectual property or these Terms of Service. You agree that your Materials, comments, photos and/or video content 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 Materials, comments, photos, and/or video content 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 Materials, comments, submissions, photos, or video content. You are solely responsible for any comments and submissions you make and for their accuracy. We take no responsibility and assume no liability for any comments or submissions posted by you or by any third-party.

SECTION 9 - PERSONAL INFORMATION

Your submission of personal information through the JAPC website and store is governed by our Privacy Policy which is found in Section 22 of this document and again, in the footer of each page of this website. By agreeing with these Terms of Service you are confirming that you have read and agree to the terms of our Privacy Policy.

SECTION 10 - 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 11 - 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 (the sole exception being, Subscribers/Members may view the personal information on the Lookbook page of the site in order to find a pen pal with whom to correspond); (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.

SECTION 12 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable or that they will satisfy your expectations. You agree that from time to time we may remove the service for indefinite periods of time or cancel the Service at any time, without notice to you. You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall JAPC, our managing member/s, employees, affiliates, agents, contractors, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 13 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless JAPC and managing member/s, agents, contractors, licensors, service providers, subcontractors, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 14 - SEVERABILITY

In the event that any provision/s of these Terms of Service is determined to be unlawful, void or unenforceable, such provision/s shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion/s shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 15 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly we may deny you access to our Services (or any part thereof).

SECTION 16 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 17 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of Wisconsin, County of Milwaukee.

SECTION 18 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 19 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at admin@janeaustenpenpals.com.

SECTION 20 - COPYRIGHT NOTICE - Copyright and other relevant intellectual property rights exists on all text relating to our Services and the full content of the website.

SECTION 21 - PRIVACY POLICY

This privacy policy discloses the privacy practices for www.janeaustenpenpals.com and applies solely to information collected by this web site

A. INFORMATION COLLECTION, USE AND SHARING

We are the sole owners of the information collected on this site. We only have access to information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone. We will use your information to respond to you, regarding the reason you contacted us. We will post, on our Lookbook page, the information you have provided on the Subscriber/Member subscription form contained within this site. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, to ship an order, or to include you in our Subscriber/Member Lookbook, whereupon other Subscribers/Members may view the contact and personal interest (hobby) information you have submitted for this sole purpose. This is a pen pal site whose primary purpose is to facilitate, via, the Lookbook, the commencement of correspondence between persons who are seeking pen pals and who maintain a common interest in the work of the author, Jane Austen. Your request for inclusion of your contact information and personal interest (hobby) information in the Lookbook shall be evidenced (1) by your having checked "Yes" in the box on the Subscription form acknowledging that you have read and agree to both the Terms of Service and the Privacy Policy of this website; (2) by your sending the completed "Jane Austen Pen Pals" subscription form to us via email upon completion by you of the form; and (3) by your membership subscription payment to us. Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

B. YOUR ACCESS TO AND CONTROL OVER INFORMATION

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address provided on our website (admin@janeaustenpenpals.com): (1) See what data we have about you, if any; (2) Change/correct any data we have about you; (3) Have us delete any data we have about you; (4) Express any concern you have about our use of your data.

C. UPDATES

Our Privacy Policy may change from time to time and all updates will be posted on this page. If you feel that we are not abiding by this privacy policy, you should contact us immediately via email.

D. REGISTRATION

In order to use this website, a user must first complete the registration/subscription form. During registration a user is required to give certain information (such as name and email address). This information is used to include you in our online pen pal Lookbook. This is the only purpose for the collection of this data.

E. COOKIES

We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site.

F. SURVEYS AND CONTESTS

From time-to-time our site requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.