

## WEBSITE TERMS AND CONDITIONS OF ACCESS AND USE

Welcome to the Little Free Library website (the “Site”). This Site is owned by Little Free Library, Ltd. (“Little Free Library”). It is provided as a convenience and for information purposes only. This Terms and Conditions of Access and Use Agreement (the “Agreement”) describes the terms and conditions and the general principles applicable to your access and use of the Site.

By accessing or using the Site or by clicking “I Accept” when signing up for a user account at the Site, you acknowledge that you have read, understood, and agree to be bound by all the terms and conditions of this Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference. Little Free Library reserves the right to change or modify any of the terms and conditions contained in this Agreement, the Site, any policy or guideline of the Site, at any time and in its sole discretion without further notice. Any changes or modification will be effective upon including the revisions and changes on the Site. Your continued use of this Site following the changes or modifications will constitute your acceptance of such changes or modifications. **Therefore, you should frequently review the Site, this Agreement, and applicable policies from time-to-time to understand the terms and conditions that apply to your access and use of the Site. If you do not accept these terms, you are not authorized to use this Site.**

### 1. General Terms

**a. Use of Site.** Subject to the terms and conditions of this Agreement including the Privacy Policy which is incorporated herein by reference, Little Free Library grants you a limited, nonexclusive, revocable right to access and make personal, non-commercial use of this Site, provided you do not modify, alter or download (other than page caching) any portion of it unless otherwise specifically provided herein or You have obtained written authorization in advance from Little Free Library. The permission granted to You shall terminate automatically and immediately if you breach any of the terms or conditions set forth in this Agreement. Little Free Library reserves the right to modify or remove any materials or services listed on the Site at any time without further notice. All rights not expressly granted herein, are expressly reserved by Little Free Library.

**b. Prohibited Use of Site.** You shall not make any commercial use of this Site or its contents. You further agree not to download or copy any content for the benefit of any third-party or use any data mining, robots, or similar data gathering and extraction tools. This Site, or any portion of this Site, may not be reproduced, duplicated, copied, displayed, sold, resold, visited, or exploited for any commercial purpose without the express written consent of Little Free Library. You agree not to interfere, disrupt or attempt to gain unauthorized access to this Site or any other related computer network. You further agree not to disseminate, store, or transmit viruses, Trojan horses or any malicious code or program or engage in any other activity deemed by Little Free Library to be in conflict with the spirit or intent of this Agreement. You agree to use the Site only for lawful purposes.

**c. Confidential Information.** Do not use this Site as a means of submitting information you consider to be confidential or proprietary. Except as otherwise expressly provided herein or in a written agreement with Little Free Library applicable to your particular use of the Site, any submission of material by you will be considered a contribution to Little Free

Library for further use in its sole discretion, regardless of any proprietary claims or reservation of rights noted in the submission. Accordingly, you agree that any material, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of e-mail or submissions to Little Free Library, or postings on this Site, are not confidential (subject to Little Free Library's Privacy Policy). Little Free Library shall be entitled to the unrestricted use of this material for any purpose, commercial or otherwise, without acknowledgment or compensation to you. The submission of any material to Little Free Library, irrevocably waives any and all "moral rights" in such materials, including the rights of paternity and integrity.

**d. Equipment.** You shall be solely responsible for providing, maintaining and ensuring compatibility with the Site including all hardware, software, electrical and other physical requirements for your use of this Site, including, without limitation, telecommunications, Internet access connections, Web browsers or other equipment, programs and services required to access and use the Site.

**e. Privacy.** Little Free Library does not sell or rent your personal information to third parties for their marketing purposes without your consent and we only use your information as described in the Privacy Policy. Our current Privacy Policy is incorporated herein by reference and available at [www.bit.ly/lflprivacy](http://www.bit.ly/lflprivacy)

**i. Accessibility.** You acknowledge and agree that at times this Site may be inaccessible or inoperable for any reason whatsoever, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Little Free Library may undertake from time to time; or (iii) causes which are beyond the control of Little Free Library or which are not reasonably foreseeable.

## **2. Ownership of Intellectual Property**

**a. Trademarks.** The trademarks, service marks, brand names and logos appearing on this Site are owned by Little Free Library and others. Nothing herein shall be construed as granting any license or right to use any trademarks or service marks appearing on the Site, without the express written permission of the owner. You may not frame or utilize framing techniques to enclose any trademarks or service marks, or use any meta tags or any other "hidden text" utilizing Little Free Library's trademarks or service marks without the express written consent of Little Free Library.

**b. Copyrighted Works.** Copyrights in content provided on this Site, including, but not limited to, images, video, photos, electronic art, animations, graphics, sounds, audio, information and data, communication programs, electronic mail services, and user interfaces, executable code, and data formatted, organized, and collected in a variety of forms, including layouts, pages, screens, directories, and databases (hereafter "Copyrighted Works") is exclusively owned by Little Free Library or others, and is protected by U.S. and international copyright laws. Except as stated herein, you agree that you will not copy, reproduce, modify, alter, create derivative works from, distribute, display, post, or transmit any Copyrighted Works (except for your personal, private, non-commercial use) in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Little Free Library and any appropriate third party as applicable.

### **3. Links**

The Site may provide links to other websites maintained by third parties. You acknowledge and agree that such links are provided for your convenience only and do not reflect any endorsement, affiliation, relationship, or sponsorship by Little Free Library with respect to the provider of such linked site or the quality, reliability or any other characteristic or feature of such linked site. You further acknowledge and agree that Little Free Library is not responsible in any manner (including without limitation with respect to any loss or injury you may suffer) for any matter associated with the linked site, including without limitation, the content provided on or through any such linked site or your reliance thereon. LITTLE FREE LIBRARY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITE. YOUR USE OF ANY LINKED SITE IS SOLELY AT YOUR OWN RISK. In addition, you should be aware that your use of any non- Little Free Library website is subject to the terms and conditions applicable to that site, including the privacy policies (or lack thereof) of such site.

If a third party links to the Site, it is not necessarily an indication of endorsement, affiliation, relationship, or sponsorship by or with Little Free Library. Little Free Library may not even be aware that a third party has linked to the Site.

**4. Product Descriptions.** Little Free Library attempts to be as accurate as possible. However, Little Free Library does not warrant that product descriptions and images or other content on this Site are accurate, complete, reliable, current, or error-free. Although Little Free Library has made every effort to display and describe the likeness of each product (including, without limitation, colors, sizes, images and designs) as accurately as possible, it is possible that the displayed likeness of the products will depend upon the available graphic image as well as the quality of your monitor. Little Free Library cannot guarantee that the Site or your monitor will accurately portray the actual likeness of the products. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). We apologize for any inconvenience this may cause you. Products displayed on this Site may be out-of-stock or discontinued and subject to change without notice. The product images shown are intended for representational purposes only and Little Free Library reserves the right to substitute a similar image for the one described in the product information in the event an actual image of the product cannot be provided. Little Free Library products displayed on the Site are available in the United States and select foreign markets while supplies last. In some cases, merchandise displayed for sale on the Site may not be available. The prices displayed on the Site are quoted in U.S. Dollars and are valid and effective only in the United States for purchases made through the Site. Please contact Little Free Library with any concerns regarding Little Free Library's products or services here: <http://littlefreelibrary.org/contact-us/>.

### **5. Disclaimer of Warranties**

LITTLE FREE LIBRARY AND ITS AGENTS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND AFFILIATES PROVIDE THIS SITE "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LITTLE FREE LIBRARY AND ITS AGENTS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND AFFILIATES DO NOT WARRANT THAT THE OPERATION OF THIS SITE, OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED ON THIS SITE WILL BE UNINTERRUPTED OR ERROR FREE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, LITTLE FREE LIBRARY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LITTLE FREE LIBRARY DOES NOT WARRANT THAT THIS SITE, OR ITS SERVERS, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **6. Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL LITTLE FREE LIBRARY OR ITS AGENTS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF THIS SITE, INCLUDING, WITHOUT LIMITATION, YOUR USE OR INABILITY TO USE THE SITE, ANY CHANGES TO OR INACCESSIBILITY OF THE SITE, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SITE, OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SITE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE.

## **7. Indemnification**

You agree to indemnify, hold harmless and defend Little Free Library, its affiliates, shareholders, directors, officers, employees, successors, assigns, and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys' fees, asserted by any person, arising out of, or relating to: (i) this Agreement; (ii) your use of this Site, including any data or work transmitted or received by you; and (iii) any prohibited use of the Site as set forth in Sections 1(a) and 1(b).

## **8. Termination**

This Agreement is effective upon your acceptance as set forth herein and shall continue in full force until terminated. Little Free Library reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (i) remove or disable access to all or any portion of the Site; (ii) suspend your access to or use of all or any portion of the Site; and (iii) terminate this Agreement. Sections 1(c), 2, 5, 6, and 7 shall survive any termination of this Agreement.

## 9. Miscellaneous

a. **Waiver.** No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

b. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

c. **Law.** This Agreement is made in and shall be governed and construed by the laws of the State of Minnesota, United States of America, without reference to conflicts of laws. If you access this site from locations outside Minnesota or the United States, you are voluntarily and purposefully availing yourself of the laws of the State of Minnesota, United States of America, and you are solely responsible for compliance with all your local laws. Access to the Site from locations where the Site's contents may be unlawful is prohibited.

d. **Forum.** All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts located in Hennepin County, Minnesota. You irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over you by the federal and/or state courts in Hennepin County, Minnesota. You hereby irrevocably waive any and all objections which you may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in Hennepin County, Minnesota and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court in Hennepin County, Minnesota.

e. **Headings.** The captions and headings of this Agreement are included for ease of reference only and shall be disregarded in interpreting or construing this Agreement.

f. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties.

11467628v1