

Edgarriceburroughs.com

Terms and Conditions of Use

This is a contract. Please carefully read the following terms before accessing this site. By accessing the site, you accept and agree to all of the covenants and conditions imposed in this agreement.

By using this service, you agree that you have read, and that you understand and agree to these terms. You also agree to review this agreement periodically to be aware of modifications to the agreement, modifications which may be made at any time. Your continued use of this Site will be deemed your conclusive acceptance of any modified agreement.

1. Contact Information.

info@erburroughs.com
Edgar Rice Burroughs, Inc.
P. O. Box 570277
Tarzana, CA 91357

2. Definitions.

“Access” or “Accessing” means accessing, using, viewing or otherwise obtaining information on the Site.

“Agreement” or “Terms” refers to these Terms and Conditions of Use and any subsequent modifications.

“Site” (see “Website”)

“Subscriber” refers to any person or entity that purchases or uses a subscription.

“User” refers to any party who accesses the Site. If you are accessing the Site as an employee or agent of another entity, “User” refers to You and Your principal.

“Website,” or “Site,” refers to the website maintained on the World Wide Web by Edgar-riceburroughs.com.

“You” or “Your” refers to the User. If you are accessing the Site as an employee or agent of another entity, “You” or “Your” refers to the User and the User’s principal.

3. Modification of Terms.

These terms may be modified at any time. Except as otherwise stated herein, any change to these Terms is effective immediately after giving notice to the User. Notice can be given

through e-mail, a posting on the Site, or any other means by which a User may obtain notice. The User agrees to check the Site periodically for changes to these Terms. Any use of the Site after changes have been made shall be deemed acceptance of those changed terms and/or conditions.

4. Limited License.

Edgarriceburroughs.com hereby grants each Subscriber a limited, non-exclusive, non-sublicensable, and non-transferable license to access the information available according to the provisions contained herein, and subject to the payment of the applicable subscription fees and adherence to these Terms.

5. Fees: Renewal; Refund Policies.

The subscription fee shall be payable immediately on the date of our acceptance of Your registration and shall be non-refundable. When you pay the subscription fee by credit or debit card, You hereby represent that you are the owner, holder, and authorized user of the credit or debit specified by you on our registration form and you agree that we are authorized to take payments from your account as due.

Subscribers:

Fee Structure

Monthly subscription plan.

Subscription fees are non-refundable.

If Subscriber paid by credit card: Automatically renews monthly until cancelled by Subscriber. October 15, 2012 subscription would renew November 15, 2012.

Fees charged on renewal date.

Only subscriptions purchased after the effective date of these Terms shall automatically renew as set forth herein.

Subscription fees are non-refundable.

Discounts, rebates, or other special offers are only valid for initial term; subscriptions renewed at the then current full subscription rates.

Edgarriceburroughs.com may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that it provides notice at least thirty (30) calendar days prior to the expiration of the subscription.

Edgarriceburroughs.com may terminate the subscription and these terms if unable to renew the subscription based on inaccurate or outdated credit card information (if Subscriber paid by credit card).

6. Access

Edgarriceburroughs.com strives to provide the service to its Subscribers on a continuous basis. To that end, Edgarriceburroughs.com will take all commercially reasonable efforts to provide uninterrupted access to its Subscribers. However from time to time, Subscribers may be unable to access the site due to conditions beyond Edgarriceburroughs.com's control. Such conditions include, but are not limited to the following: force majeure, acts of God, power outages, legal challenges related to copyright or trademark challenges, and the acts of computer hackers and others acting outside the law. Also from time to time, it may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system, and other related reasons. Edgarriceburroughs.com will take all commercially reasonable steps to ensure service is restored within a reasonable period of time. The term "commercially reasonable," as used in these Terms, shall mean reasonable efforts taken in good faith without an unduly burdensome use or expenditure of time, resources, personnel, or money.

Edgarriceburroughs.com endeavors to provide the highest-quality service to its Subscribers. To that end, Edgarriceburroughs.com reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of this Site in whole or in part, including, availability and/or the Terms of this Site. Such changes, modifications, additions, or deletions will be effective immediately upon notice thereof, notice which may be made by posting such changes on this Site.

Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment, and Internet service necessary for use of the Site.

7. Prohibited Conduct.

User expressly agrees to refrain from doing, either personally or through an agent, any of the following "Prohibited Conduct":

Transmit, install upload or otherwise transfer any virus, advertisement, communication, or other item or process to the Site that in any way affects the use, enjoyment, or service of the Site, or adversely affects Edgarriceburroughs.com's computers, servers, or databases.

Capture, download save, upload print, or otherwise retain information available on the Site other than what is expressly allowed by these Terms.

Permit or provide others access using your user name and password or otherwise, or the name and password of another authorized User.

Copy, modify, reverse engineer disassemble, redistribute, republish, alter, or create derivative works from, assign, license, transfer, or adapt any of the software, information, text, graphics, source code or HTML code, or other service available on the Site.

Remove or modify any copyright, trademark, legal notices, or other propriety notations available on the Site.

Transfer the Site to another person; “frame,” “mirror,” “in-line link,” or employ similar navigational technology or “deep link” to the Site.

Violate or attempt to violate security mechanisms, data or service.

You are not authorized to otherwise breach the security of the Site or corrupt the Site in any way.

Engage in any other conduct which violates the Copyright Act or other laws of the United States.

Use any device such as a (“web crawler” or other automatic retrieval mechanism) or other means to harvest information about other Users, the Site, or Edgarriceburroughs.com.

Use the Site to violate a third party’s intellectual property, personality, publicity, or confidentiality upload, download display, publish, perform, create derivative works from, transmit, or otherwise distribute information in violation of a third party’s intellectual property rights.

Misrepresent your identity or personal information when accessing the Site; forge any TCP/IP packet header or any part of the header information in any e-mail so that the e-mail appears to be generated by Edgarriceburroughs.com.

Post obscene, harassing, defamatory, filthy, violent, pornographic, abusive, threatening, objectionable, or illegal material on the Site; post a communication that advocates or encourages criminal conduct or conduct that may give rise to civil liability.

Advertise or otherwise solicit funds, goods, or services on the Site.

Provide any commercial hosting service to the Site.

To ensure that Users of the Site do not engage in Prohibited Conduct, Edgarriceburroughs.com reserves the right to monitor use of the Site and reserves the right to revoke or deny access to any person or entity whose use suggests Prohibited Conduct. Access of the materials available beyond that of normal patterns of use that suggests systematic copying of the materials constitutes abuse and will result in revocation or denial of access to the Site. The terms “normal patterns” and “abuse” shall be determined solely by Edgarriceburroughs.com.

You agree not to violate any U.S., foreign, or international software or technology export laws and regulations, including without limitation the U.S. Export Administration Regulations.

8. Limited Warranties.

Edgarriceburroughs.com warrants that the software that allows Users to use the Site, if operated as directed, will substantially achieve the functionality described on the Site. Edgarriceburroughs.com provides no warranty that your hardware, software, telecommunications equipment, and/or internet service is compatible or sufficient to access the Site.

9. Disclaimers and Limitation of Liability.

The User accesses this Site at his/her/its own risk. The Site is provided on an “as is”, as available, basis without warranty of any kind, expressed, implied or statutory, and any and all warranties of merchantability, fitness for a particular purpose, or non-infringement of third parties’ rights are specifically disclaimed. Edgarriceburroughs.com’s sole liability is to refund the subscription fee paid.

No dealer, agent, or employee of Edgarriceburroughs.com is authorized to make any modifications, extension, or additions to these limited warranties or disclaimers.

Edgarriceburroughs.com disclaims all warranties, and shall have no liability for damages, in excess of the amount Edgarriceburroughs.com received from the subscribers, arising from or related to any support services for your use of the Site.

10. Copyrights, Trademarks, and Other Proprietary Rights.

Edgarriceburroughs.com shall retain all worldwide rights in the intellectual property in and on the Site, including, but not limited to, trademarks, service marks, trade dress, inventions, ideas, trade secrets, the source code, the HTML code, the “look and feel” of the Site; its color combinations, layout, and all other graphical elements; and the copyrights in and to its original content. You should assume that everything you read or see on the Site is copyrighted, trademarked, or otherwise protected and owned or licensed by Edgarriceburroughs.com except as expressly stated on the Site or in these Terms, nothing that you read or see on the Site may be copied, reproduced, modified, distributed, transmitted republished, displayed, or performed for commercial use without the prior written consent of Edgarriceburroughs.com, except as provided in these Terms. Nothing in these Terms grants you an express or implied license to use any of Edgarriceburroughs.com’s intellectual property except as set forth in Section 4.

If you submit any unsolicited intellectual property, idea, copyrightable material, invention, discovery, improvement, trade secret, or know-how to Edgarriceburroughs.com you may forfeit Your intellectual property rights and moral rights contained in such communication or material.

11. The User agrees to defend, indemnify, and otherwise hold harmless Edgarriceburroughs.com and its officers, directors, agents, employees, shareholders, successors, and assigns from and against any cause of action or claim, including court costs, expenses and attorney fees, related to or arising from the User’s Prohibited Conduct or other improper or illegal Use of the Site, or breach of these Terms.

12. Security; Authorized Use

Users are prohibited from violating or attempting to violate the security of the Site. Edgarriceburroughs.com has the right but not the obligation to investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators. Edgarriceburroughs.com may suspend your access while it conducts an investigation. Users are required to enter a username and password to access the Site.

To protect against unauthorized access to your account, it is recommended that You close the browser when you have finished using the Site. You are responsible for maintaining the secrecy of your username and password.

You represent and warrant that you are the person on whose behalf you claim to accept these Terms, or, if you are entering into these Terms on behalf of a person or entity, you represent and warrant that you have the power and authority to enter into these Terms and bind the person or entity. You also represent and warrant that you are an adult who is legally able to enter into these Terms.

You may not use the account, username, or password of someone else at any time. You agree to notify Edgarriceburroughs.com immediately of any unauthorized use or loss of your account, username, password, and/or credit card information. You also agree to notify Edgarriceburroughs.com immediately if you are aware of or suspect other unauthorized use of the Site and/or the Site content. Edgarriceburroughs.com will not be liable for any loss that you incur as a result of someone else using your username and password with or without your knowledge. You may be held liable for any losses incurred by Edgarriceburroughs.com, its affiliates, officers, directors, employees, consultants agents, or representatives due to someone else's use of your account, username or password.

Edgarriceburroughs.com will never ask you for your password. If you need a new username, Edgarriceburroughs.com will generate a new username and password automatically through its computers and send it to your e-mail or postal address.

13. Termination of Agreement

In addition to Edgarriceburroughs.com's other rights, it may terminate this Agreement at any time and at its sole and absolute discretion. Edgarriceburroughs.com may also terminate or cancel subscriptions without notice if it believes, in its sole judgment, that you have breached or may breach any term or condition of this Agreement, or that you have engaged in conduct that Edgarriceburroughs.com deems inappropriate.

In the event of termination of this Agreement, the provisions in this Section and the provisions found in Sections 2, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 shall survive in perpetuity. Each Subscriber's obligation to pay outstanding subscription fees shall survive any termination of this Agreement.

14. Privacy Policy.

Edgarriceburroughs.com values your trust. In order to honor that trust, all of Edgarriceburroughs.com employees are required to adhere to ethical standards in gathering, using, and safeguarding any information you provide. For more information, please review Edgarriceburroughs.com's Privacy Policy, the terms of which are incorporated into this Agreement as if set forth in full.

15. Miscellaneous.

These Terms constitute the entire agreement between Edgarriceburroughs.com and the User regarding the subject matter hereof. Any previous agreement, whether oral or written, between Edgarriceburroughs.com and the User dealing with the subject matter hereof is superseded. These Terms may only be modified or amended in writing. If any portion of these Terms is determined to be unenforceable for any reason, such portion will be deemed severed and the remaining terms and conditions shall continue in full force and effect. Upon the User's breach or threatened breach of these Terms, Edgarriceburroughs.com may pursue any legal or equitable remedy available, including but not limited to, direct consequential and punitive damages and injunctive relief. Edgarriceburroughs.com's remedies are cumulative and not exclusive. Failure of Edgarriceburroughs.com to exercise any remedy or enforce any portion of this Agreement at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. The User agrees regardless of any statute or law to the contrary, any claim or action arising out of or regarding this Agreement must be filed within one (1) year after such claim or cause of action arose or the User will be forever banned. Accessing the Site, the User signs for and accepts this shortening of the statutes of limitation. Edgarriceburroughs.com makes no representation that the content of the Site is appropriate or available for use in all locations. Edgarriceburroughs.com operates this Site from the United States and makes no representation that the Site complies with any foreign or international laws. You agree to comply with all applicable local laws, including any international laws, in using this Site. You may not assign your rights or delegate your duties under these Terms. The parties agree that no third party is an intended beneficiary of these Terms. Edgarriceburroughs.com cannot provide notifications via post, only e-mail.

16. Governing Law; Dispute Resolution; Forum and Venue

These Terms and any claim or action related to or arising from these Terms or content on the Site shall be governed by California law, without regard to any provision that would make the laws of another jurisdiction applicable. All disputes between you and Edgarriceburroughs.com shall be finally resolved through binding arbitration in Los Angeles, California. The arbitration shall be conducted by one (1) arbitrator who is a retired judge. The parties shall conduct discovery as agreed upon or as permitted by the arbitrator. A party may file for an order on the arbitration decision exclusively in the California Superior Court, County of Los Angeles, of the United States District Court for the District of California. The parties shall share equally the costs of the arbitrator, arbitration body, and arbitration facilities (if applicable). Each party may bring a claim or action for injunctive relief without submitting the claim to final and binding arbitration.

Neither party shall have the obligation to post a bond or demonstrate actual harm before bringing a claim or action for injunctive relief. Each party consents to the exclusive jurisdiction and venue of the California Superior Court, County of Los Angeles, or the United States District Court for the District of California for any equitable claim or other action related to or arising from these Terms. Each party shall bear his/her/its own expenses and attorneys' fees related to any arbitration, claim, or action.

EFFECTIVE DATE: October 1, 2012