

Summary of our Terms and Conditions

CHECKING "I AGREE" AND CLICKING THE "SUBMIT" BUTTON—OR USING OUR SITE—MEANS THAT YOU AGREE TO OUR [ENTIRE TERMS AND CONDITIONS, INCLUDING OUR PRIVACY STATEMENT](#). PLEASE REVIEW OUR TERMS AND CONDITIONS AND PRIVACY STATEMENT.

If you use our site, you are responsible for:

following our site policies and applicable law in your use of the site, and keeping your password and account information safe

This website's secure features are not available for use by children under the age of 18.

We reserve the right to cancel your account and deny you access to our site if you violate the site Terms and Conditions.

Any personal information collected on this website is governed by our Website Privacy Statement.

THE SITE IS OFFERED "AS IS." THERE ARE NO GUARANTEES OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION OR SERVICES PROVIDED ON THE SITE. ABC Read with Me, referred to hereafter as "Company", is not responsible for:

any damages you may incur
errors on this website
the content, security, or privacy of third-party websites that are accessed from this website

You use this site at your own risk and assume all responsibility for doing so. Your only remedy if you are dissatisfied with the site is to stop using it.

Occasionally, we may make changes to the Terms and Conditions. It is your responsibility to read the site Terms and Conditions from time to time. Your continued use of the site will indicate your agreement to the revised Terms and Conditions.

By checking this box and clicking the "Submit" button, I indicate that I have read and agree to the summary and the [entire Terms and Conditions](#) for use of this website, and I have reviewed the [Privacy Statement](#) for this website.

Terms and Conditions

Agreement

BY USING THE WEBSITES OR BY CLICKING "I ACCEPT" BELOW, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE WEBSITE.

Revisions, changes, and updates

We may revise the information on the Website or otherwise change or update the Website, including these Terms and Conditions, without notice to you. Company may also make improvements and/or changes in products and/or services described on the Website or add new features at any time without notice. We encourage you to periodically read these Terms and Conditions to see if there have been any changes to our policies that may affect you. Your continued use of the Website will signify your continued agreement to these Terms and Conditions as they may be revised.

Links

This Website provides links to other websites that are not owned or controlled by Company ("Third Party Websites"). We provide links to Third Party Websites as follows.

Company provides links to Third Party Websites to connect you easily to additional sources of information or third party services that may be of interest to you. We may not have any business relationship with the party that controls this type of Third Party website and a link to such a site is offered only as a convenience to you.

Company also provides links to Third Party Websites managed by vendors that we have made arrangements with to offer you services or to take and fulfill orders when you purchase items or materials from us. These Third Party Websites may be co-branded, meaning that they display the Company logo and the logo of the Third Party vendor but they are owned and controlled by the Third Party.

In each such instance, where practicable, we will let you know when you are leaving the Website and linking to a Third Party website. For example, we may include a notice advising you that you are being sent to a Third Party Website on our web page adjacent to a link or on the first page that appears after clicking on a link. Or we may use an icon that we identify with an appropriate legend to let you know when you are leaving this Website.

Company is not responsible for the content, security or the privacy practices of Third Party Websites. Please review the privacy statement and any terms of use of each Third Party website you visit. Unless we specifically advise you otherwise, links to Third Party Websites do not constitute or imply endorsement by Company of those sites, the information they contain or any products or services they describe.

Company does not receive payment or other remuneration in exchange for you linking to or using any Third Party Website.

Access, correction, and data integrity

Although we attempt to maintain the integrity and accuracy of the information on the Website, we make no guarantees as to its correctness, completeness, or accuracy.

The Website may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the Website by third parties without our knowledge. If you believe that information found on the Website is inaccurate or unauthorized, please inform us by contacting our Web Manager. (You may contact our Web Manager using the link available at the bottom of each web page, or send an e-mail to support@abcreadwithme.com)

Use by children

We do not knowingly allow children under the age of 18 to create accounts that allow access to the secured features of the Website.

User participation in interactive services

Any personal information you submit to the Website is governed by our Website Privacy Statement. (A link to our privacy practices is available at the bottom of each page on our Website.) To deactivate your Company online account, please contact our Web Manager. (You may contact our Web Manager using the link available at the bottom of each web page.) **To the extent there is an inconsistency between these Terms and Conditions and the Website Privacy Statement, these Terms and Conditions shall govern.**

Account holders may use the Website to view certain information displayed from their account, including books they have created and submitted for publishing. Your use of the book submission feature is considered to be a request by you to enter your child's book as a possible "Author of the month" for other children to read. In addition, although the Website displays certain information from your submission, they do not necessarily display all information found with your submission. Account holders authorize other users of the Website to view the account holder's information displayed on the Website through the "Author of the Month" feature. If you submit your book for the chance to be the "Author of the Month" any information (including but not limited to a book you create using the Author to Be Template on the website), you thereby authorize others, including Company, to access and use such account information. In addition, you agree that by using the "publish" feature, you have given the company the rights to use the copyright materials to perpetuity, and all right, title and interest in any book you create using the Website (or any part thereof), including without limitation, any and all rights of copyright and/or confidentiality of this information, and you have assigned and transferred all such rights, title and interest to Company. Company may use any or all such information, in whole or in part, for its own purposes, including but not limited to make, have made, use the book, or to make, have made use or use tools or templates and/or to make them available on the Website.

You agree to at all times to comply with state and federal laws that may prohibit the use of information owned by others, including disclosure of such information, without the express written authorization of the person who owns the rights to such information. Company provides you with a number of interactive online services to help you better manage your information and account. These services may include (but are not limited to):

- account creation
- book creation with the Templates
- book publishing

You agree that you will not upload or transmit any communications or content of any type (including secure messaging) that infringe upon, misappropriate or violate any rights of any party. In consideration of being allowed to use the Website's interactive services, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

- signing on as or pretending to be another person (Note: this does not restrict authorized use of the "Publish" feature on the Websites.)
- using messaging for any purpose in violation of local, state, national, international laws or posted Company policies
- transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others
- transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including Company personnel) or entity as determined by Company in its sole discretion
- using interactive services in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others
 - collecting information about others, including email addresses
 - intentionally distributing viruses or other harmful computer code
 - "Jailbreaking" the operating system of a device using this Website

Company expressly reserves the right, in its sole discretion, to terminate a user's access to any interactive services and/or to any or all other areas of the Website due to any act that would constitute a violation of these Terms and Conditions.

Passwords

Company has several tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Company online password or account. It is your sole responsibility to (1) control the disclosure and use of your activation codes and password; (2) authorize, monitor, and control access to and use of your Company online account and password; and (3) promptly inform the Web manager of any need to deactivate an account or password. (You may contact our Web Manager using the link available at the bottom of each web page.)

Disclaimer

THE WEBSITE AND ITS CONTENT AND ALL SITE-RELATED SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, ALL SITE-RELATED SERVICES, AND THIRD PARTY WEBSITES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OF ANY KIND. ANY REFERENCES TO SPECIFIC PRODUCTS OR SERVICES ON THE WEBSITES DO NOT CONSTITUTE OR IMPLY A RECOMMENDATION OR ENDORSEMENT BY COMPANY UNLESS SPECIFICALLY STATED OTHERWISE.

Limitation of liability; choice of law

COMPANY AND ITS AFFILIATES, SUPPLIERS, AND OTHER THIRD PARTIES MENTIONED OR LINKED TO ON THE WEBSITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE, SITE-RELATED SERVICES AND PRODUCTS, CONTENT OR INFORMATION CONTAINED WITHIN THE WEBSITE, AND/OR ANY THIRD PARTY WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, SITE-RELATED SERVICES, AND/OR THIRD PARTY WEBSITES IS TO STOP USING THE WEBSITES AND/OR THOSE SERVICES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THESE TERMS AND CONDITIONS ARE GOVERNED BY CALIFORNIA LAW WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW. IF ANY VERSION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) IS ENACTED AS PART OF THE LAW OF CALIFORNIA, THAT STATUTE SHALL NOT GOVERN ANY ASPECT OF THESE TERMS AND CONDITIONS.

Copyrights

Except as otherwise indicated, all content on the Website, including but not limited to text, graphics, logos, button icons, photos, images, forms, audio, video, questionnaires, and software, is the property of Company or its licensors and is protected by United States and international copyright laws. Company allows you to view and/or download a single copy of the material on the website solely for your personal, noncommercial use.

The compilation of all content on the Website is the exclusive property of Company and is protected by United States and international copyright laws. Unless specifically authorized in writing by Company, any use of these materials, or of any materials contributed to the Website by entities other than Company, on any other website or networked computer environment, or for any purpose, is prohibited.

Any rights not expressly granted by these Terms and Conditions are reserved by Company. Content and features are subject to change or termination without notice in the editorial discretion of Company.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on the Website infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked.

In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice.

Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office website, currently located at <http://www.loc.gov/copyright>.

In accordance with the DMCA, Company has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed Infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to our designated agent as follows:

Agent Name: Teresa Hatton

Address: 705 East Bidwell St. Suite 2 #137, Folsom, CA. 95630

(no solicitations)

Please note: If you materially misrepresent that online material, product, or activity is infringing your copyrights, you may be liable for damages (including court costs and attorneys' fees) and could be subject to criminal prosecution for perjury. We suggest that you consult your legal advisor before filing a notice or counter-notice.

Trademarks and service marks

Company's name and the Company's logo are [registered] service marks of Company or its affiliates. Other proprietary marks of Company or third parties may be designated as such from time to time on the Website through use of the TM, SM, ©, or ® symbols. Users of the Website are not authorized to make any use of the Company's name, marks or the proprietary marks of third parties, including but not limited to, as metatags or in any other fashion that may create a false or misleading impression of affiliation or sponsorship with or by Company or the applicable third party.

PRIVACY STATEMENT

ABC Read with Me, referred to hereafter as "Company", respects the privacy of visitors to its website (referred to hereafter as "Website"), and recognizes users need for appropriate protection and management of personally identifiable information you share with us (any information by which you can be individually identified, including but not limited to, name, address, e-mail address, and telephone number). That is why we have established this Privacy Policy, so that you are informed about how we treat any such personal information that you provide to us in the course of using this Website. This Privacy Policy will inform you of:

- How you will be informed of updates to this Privacy Policy
- What personally identifiable information of yours we may collect from you through our Website
- How we may use your personally identifiable information
- Limits on how we would share and disclose your personally identifiable information
- Our policy regarding links to third party websites
- Security of our Website
- How you can correct and update your personally identifiable information

Please note that our Website is directed towards users who reside in the United States of America. It is not our intent to gather personally identifiable information from individuals residing outside the U.S.

Privacy Policy Updates

Due to the Internet's rapidly evolving nature, Company may need to update this Privacy Policy from time to time. If so, Company will post its updated Privacy Policy on our Website located at www.abcreadwithme.com so users are always aware of what personally identifiable information we may collect and how we may use this information. Company encourages you to review this Privacy Policy regularly for any changes. Your continued use of our Website will be subject to the then-current Privacy Policy.

Information Collection and Use

You can generally visit our Website without revealing any personally identifiable information about yourself. However, to access certain options and services we may ask you to provide certain personally identifiable information and without providing such personally identifiable information, you may be unable to access certain options and services. We (along with our third party partners engaged to provide marketing and advertising on our behalf) collect personally identifiable information about you only if you voluntarily provide it to us and you have the option not to provide any personally identifiable information to us. The following is personally identifiable information that you may voluntarily provide to us and how we use it:

Surveys. Information obtained from you on web surveys, such as contact information (name and shipping address) and demographic information (zip code, age level and education level). We may use this personally identifiable information to provide you with information and services for which you have expressed an interest or that you may find useful based on your answers in a survey. Additionally, we may refer to your personally identifiable information to better understand your needs and how we can improve our Website.

Newsletters. Information obtained from you from your request to subscribe to a newsletter, such as contact information (name and e-mail address). We may use this personally identifiable information to deliver the newsletters that you have elected to receive.

Registration. Information obtained from you on registration forms used to process your requests for services and information, such as contact information (name, address, e-mail address), password, username or code, age, date of birth, gender, ethnicity and level of education. This registration information may also be gathered if you register for certain services via fax or mail. We may use this information to send you a welcoming e-mail, to verify your username and password, Website updates, special offers, or other information responsive to the data that you provide to us. Additionally, we may refer to your personally identifiable information to better understand your needs and how we can improve our Website.

Account and Book Creation. Information obtained from you on registration forms to process your requests to create an account to access Company tools and templates, and to post or publish any book you create (in whole or in part) on the Website, such as contact information (name, e-mail address, mailing address), password, username or code, and any other personally identifiable information contained in any book that you post or publish to the Website, or

with tools or templates provided on the Website. We may use your personally identifiable information to send you a welcoming e-mail, to verify your username and password, for recruitment purposes and to respond to your requests for information.

Company is the owner of all information collected on this Website.

Minors

You must be 18 years of age or older to submit registration or account information. If you are under the age of 18 and wish to register to access further information or to create an account, then your parent or legal guardian must register to access the information or to create an account.

Cookies and GIF files

Our Website may use cookie technology to identify users who have previously visited, so the user is recognized upon return, thereby saving them time while on our Website. A cookie is a piece of data stored on the user's hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on our Website. Once the user closes their browser, the cookie simply terminates. If a user rejects the cookie, they may still use our Website. A cookie may be placed by us, or by vendors or service agencies who work with us or with our partners.

This Website may use pixels, or transparent GIF files, to help manage online information. These GIF files enable us to recognize a unique file on your web browser, which in turn enables us to learn which advertisements bring users to our Website. The information contained in GIF files that we collect is anonymous and is not personally identifiable.

Log Files and Aggregate Information

We may track the total number of visitors to our Website, the number of visitors to each page of our Website, IP addresses, and the domain names of our users' Internet Service Providers, and we may analyze these data for trends and statistics in the aggregate, but such information will be in aggregate form only and it will not contain personally identifiable data. Such aggregate information is not linked to any personally identifiable information that can identify any individual person.

We may use such aggregate information to analyze trends, administer the Website, track user's movement, and gather broad demographic information for aggregate use. We may share this aggregate information with our corporate partners and contracted vendors to assist us in operating the Website and to enable them to better understand Company's business.

Sharing and Disclosure

We may provide your personally identifiable information that we collect and the data generated by cookies to an affiliate entity, partner entities, and the vendors and service agencies that we may engage to assist us. For example, we may provide your personally identifiable information to an organization in order to complete a service (e.g., send out newsletter e-mails you have requested), to assist us in reviewing the data or to provide advertising on our behalf. Any organization to which we provide such personally identifiable information is also required to keep your personally identifiable information confidential in accordance with this Privacy Policy. We will also disclose your personally identifiable information if we reasonably believe we are required to do so by law, regulation or other government authority. We will not sell your personally identifiable information to any other company or organization except we may transfer your personally identifiable information to a successor entity upon a merger, consolidation or other corporate reorganization of Company or to a purchaser of all or substantially all of Company's assets. Such successor entity shall be bound by the terms and conditions of this Privacy Policy.

Links to Third Party Sites

Our Website may contain links to other websites on the Internet that are not under the control of or maintained by Company. Such links do not constitute an endorsement by Company of those other websites, the content displayed therein, or the persons or entities associated therewith. You acknowledge that Company is providing these links to you only as a convenience, and you agree that Company is not responsible for the content of such websites. Your use of these other linked websites is subject to the respective terms of use and privacy policies located on the linked websites.

Security

Company and its third party providers, and with PayPal as our Merchant Account, they may employ procedural and technological security measures, consistent with industry practice. Such measures are reasonably designed to protect your personally identifiable information from loss, unauthorized access, disclosure, alteration or destruction. Company may use encryption, password protection, secure socket layers, internal restrictions and other security measures to help prevent unauthorized access to your personally identifiable information.

Correction/Updating Personally Identifiable Information

Company provides you with the ability to review and correct any of the personally identifiable information that you have provided to us. If you wish to correct any information provided to us, you may update your contact information directly by accessing your account or registration or you may contact Company by e-mailing support@abcreadwithme.com. You may also "opt-out" of receiving e-mails and other communications from us by using the unsubscribe feature included in the e-mails we send.

Privacy Statement Last Updated: October 11, 2013