

Terms of Use

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1. General.

Welcome to Interplanetary, an online service that provides users with access to discover, read and purchase literary works from content providers through multiple electronic interfaces including Interplanetary's website, mobile applications, web applications or "widgets", and other applications (the "**Service**"). By registering with, accessing or using the Service you signify that you have read, understand and agree to be bound by these terms of use (these "**Terms of Use**" or this "**Agreement**"), whether or not you are a Customer (as defined in Section 4 below) of the Service. You are only authorized to use the Service (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and with this Agreement. Interplanetary reserves the right, at its sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If Interplanetary does this, Interplanetary will post the changes to these terms and conditions on the Service. Your continued use of the Service after any such changes constitutes your acceptance of the revised terms and conditions.

If you do not comply with this Agreement at any time, Interplanetary reserves the right to immediately cancel or terminate your access to the Service (or any part thereof) and/or your Customer account, if any. In Interplanetary's sole discretion and without prior notice or liability, Interplanetary may discontinue, modify or alter any aspect of the Service including, but not limited to:

- (i) restricting the time the Service is available;
- (ii) restricting the amount of use permitted; and
- (iii) restricting or terminating any user's right to use the Service.

You agree that any termination or cancellation of your access to, or use of, the Service may be effected without prior notice. If you do not abide by the terms of this Agreement, you agree that we may immediately deactivate or delete your Customer account, if any, and all related information and/or files in your user account and/or bar any further access to such information and/or files and/or the Service (or part thereof). Further, you agree that Interplanetary shall not be liable to you or any third-party for any termination or cancellation of your access to, or use of, the Service. You acknowledge that your only right with respect to any dissatisfaction with any modification or discontinuation of or to the Service, or any policies or practices by Interplanetary in providing the Service, including without limitation any change in content, is to cease using the Service and cancel or terminate your subscription or Customer account, as applicable.

2. Digital Content.

All literary works on the Service (each, “Digital Content”) are the exclusive property of the publisher or its licensors and are protected by copyright and other intellectual property laws. The download of, and access to any Digital Content is available only to Customers and is intended only for such Customers’ personal and non-commercial use. Any other use of Digital Content downloaded or accessed from the Service is strictly prohibited. Customers may not modify, transmit, publish, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the content of any Digital Content, in whole or in part. By downloading or otherwise accessing Digital Content from the Service, the Customer hereby acknowledges and agrees to these terms.

Membership Cancellation

You may cancel your membership by using the “Cancel my subscription” button on the Interplanetary website. When your membership is cancelled, the Digital Content associated with your subscription account will be removed from your devices and applications.

Restrictions

Restrictions apply on the number of eBooks the Subscription User can simultaneously download. Subscribers can download a maximum of 15 eBooks simultaneously for offline reading. If the Subscription User has already downloaded 15 eBooks when he/she downloads another eBook, the eBook which has been on the device the longest will be automatically removed when he/she downloads a new eBook. Interplanetary reserves the right to unilaterally alter these offline reading rules without notice.

Interplanetary may also take steps to prevent fraud, such as restricting the number of titles that may be accessed at one time, and monitoring Customer accounts for any activity that may violate these Terms. If Interplanetary discovers any type of fraud, Interplanetary reserves the right to take enforcement action including the termination or suspension of a User’s account.

Audiobooks.

Your use of the Audiobooks subscription service is subject to the rules of the service set out herein, which Interplanetary may vary from time to time on its website. Your continued use of the Audiobooks service constitutes acceptance of the rules.

Interplanetary Audiobook subscription subscribers may listen to a choice of Audiobooks from a selected set of Digital Content for a monthly fee. The Digital Content available to subscribers will vary and Interplanetary makes no guarantees about the availability of such Digital Content.

The fees for Audiobook subscription plans will be stated at the time of your purchase, and outlined in our help pages. The fees for membership plans may vary. Fees may be subject to tax and are non-refundable except in the specific circumstances described in these Terms.

Audiobook subscription credits are only redeemable for audiobook content. These credits have no cash value and are non-transferable. Interplanetary will not offer refunds on credits. Customers may only accrue a maximum of 24 credits in their account at any given time.

All credits are valid while the customer is a Interplanetary Audiobook subscriber. Credits will only expire once a customer had canceled their subscription. Upon cancelation, a customer will have a period of 6 months from the date of cancelation to spend their unused credits. Any credits that remain after 6 months will expire and will no longer be available for use.

Following the initial payment, unless you cancel your subscription, you will be charged the then-applicable membership fees and any taxes, using the payment method we have on file for you.

3. Payment Methods.

Only Customers may purchase Digital Content on the Service.

The Service accepts the following credit cards: Visa and MasterCard.

Depending on the country in which you are making your purchase, the following payment methods may also be available: PayPal.

When a credit card is being used for a purchase, Interplanetary may obtain a pre-approval from the credit card company for an amount up to the amount of the order. Billing to the credit card occurs at the time of purchase, or shortly thereafter.

4. Customers.

The Service is open to the public but certain portions, components, content and features of the Service are only available to individuals who enter into a contract with Interplanetary for the provision of the Service by registering with Interplanetary, creating a customer account on the Service, and agreeing to these Terms of Use and Interplanetary's Privacy Policy at the time the Interplanetary account is created (each, a "**Customer**"). As long as the individual remains a Customer and their account is active, Customers will have ongoing access to and will be able to continuously receive, amongst others, the following additional services and functionality of the Service:

- the ability to access the Customer's account and purchase Digital Content (including a listing of Customer's literary works) via one of Interplanetary's applications across

multiple platforms, including on the Customer's devices such as eReaders, tablets, mobile phones, and personal computers ("Devices") and via Interplanetary's website;

- the ability to purchase, access, view, download, store, and read Digital Content on the Customer's Devices from within the Customer's account while utilizing a Interplanetary application;
- unlimited storage of Digital Content purchased or downloaded via the Customer's account on Interplanetary's systems, which can be accessed at all times when the Customer is logged into their account and using a Interplanetary application; and
- the ability to access certain functionality within Digital Content such as highlighting, in-book dictionary, bookmarking, and annotations.

If you are a Customer then you agree to the following:

(i) in consideration of your use of the Service, you represent that you are of the age of majority in the jurisdiction in which you reside, or 13 years old or older up to the age of majority in the jurisdiction in which you reside with the express written consent of your parent or legal guardian, and are not a person barred from receiving services under the laws of the Province of Ontario and the federal laws of Canada or other applicable jurisdiction. You also agree to:

(a) provide true, accurate, current and complete information about yourself as prompted by any registration form(s) on the Service, including your geographical location and billing address (the "**Registration Data**"); and

(b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, Interplanetary has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof);

(ii) Customers will receive a password and account designation upon completing the Service registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to:

(a) immediately notify Interplanetary of any unauthorized use of your password or account or any other breach of security; and

(b) ensure that you exit from your account at the end of each session.

Any personal information you provide in the registration form will be collected in accordance with, and for the express purposes set out in the Interplanetary's [Privacy Policy](#).

5. Restrictions on Use.

These terms apply to all users of the Service, whether or not you are a Customer.

A. You shall use the Service for lawful purposes only. You shall not post or transmit through the Service any material that (i) violates or infringes in any way upon the rights of others, (ii) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, or (iii) encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violate any law. Without Interplanetary's express prior approval, you shall not post or transmit through the Service any material that contains advertising or any solicitation with respect to products or services. You shall not use the Service to advertise or perform any commercial solicitation, including, without limitation, the solicitation of users to become subscribers of other on-line information services. Any conduct by you that in Interplanetary's discretion restricts or inhibits any other user from using or enjoying the Service will not be permitted.

B. All content on the Service, including but not limited to designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement ("Site Content"), are the proprietary property of Interplanetary or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Interplanetary's prior written permission. Provided that you are eligible for use of the Service and subject to these Terms of Use, you are granted a limited license to access the Service and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright and other proprietary notices intact. You may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. The foregoing license is subject to these Terms of Use and does not include use of any data mining, robots or similar data gathering or extraction methods. Any use of the Service or the Site Content other than as specifically authorized herein, without the prior written permission of Interplanetary, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trade-mark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these terms and conditions shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by Interplanetary at any time without notice and with or without cause.

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D. You may not obscure or misrepresent your geographical location, forge headers, use proxies, use IP spoofing or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send on or through the Service. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

E. You are prohibited from violating or attempting to violate the security of the Service, including, without limitation:

(a) accessing data not intended for you, including logging into a server or account which you not authorized to access;

(b) attempting to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without proper authorization;

(c) using any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or any Site Content, or in any way reproduce or circumvent the navigational structure or presentation of the Service or any Site Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site;

(d) taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or Interplanetary's systems or networks, or any systems or networks connected to the Service or to Interplanetary'

(e) conducting a reverse look-up, tracing or seeking to trace any information on any other user, Customer or visitor to the Service, or any other customer of Interplanetary, to its source, or exploit the Service or any service or information made available or offered by or through the Service, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Service;

(f) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of "denial of service" attacks, overloading, "flooding", "mailbombing" or "crashing";

(g) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;

(h) disrupt network nodes or network services or otherwise restrict, inhibit, disrupt or impede Interplanetary's ability to monitor or make available the Service; or

(i) taking any action in order to obtain services to which you are not entitled.

Violations of system or network security may result in civil or criminal liability. Interplanetary will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting any user (whether or not a Customer) who is involved in such violations.

6. Disclaimer of Warranty; Limitation of Liability.

A. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. NEITHER Interplanetary, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE WEBSITE.

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APPLY TO YOU. IN NO EVENT SHALL INTERPLANETARY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE.

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7. Monitoring.

Interplanetary shall have the right, but not the obligation, to monitor the content of the Service **including any chat rooms and forums**, to determine compliance with these Terms of Use and any operating rules established by Interplanetary and to satisfy any law, regulation or authorized government request. Interplanetary shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Service. Without limiting the foregoing, Interplanetary shall have the right to remove any material that Interplanetary in its sole discretion, finds to be in violation of the provisions hereof, its [CONTENT POLICY](#), or otherwise objectionable. Although Interplanetary reserves the right to remove, without notice, any posting for any reason, Interplanetary has no obligation to delete submissions that you may find objectionable or offensive.

8. Indemnification.

You agree to defend, indemnify and hold harmless Interplanetary and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of your use of the Service.

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11. Public Domain.

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12. Miscellaneous.

With respect to Customers who utilize a Interplanetary device, Interplanetary reserves the right to display advertisements and offers on your device. These advertisements and offers may be displayed when the device is powered off or in sleep mode, at the bottom of the home screen, as a screensaver, or through other areas in the user interface as Interplanetary may choose.

Interplanetary reserves the right to alter the software of any Interplanetary device, including enhancements, bug fixes, etc., at any time and in Interplanetary's sole discretion.

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