

Aardvark Audiobooks International Website Terms and Conditions

Agreement between User and Aardvark Audiobooks International (aardvarkaudiobooks.com):

Welcome to aardvarkaudiobooks.com. This website (the “Site”) is comprised of various web pages owned and operated by Aardvark Audiobooks International at aardvarkaudiobooks.com. This document sets forth the terms and conditions (the “Terms”) under which you may use the Site and our services as offered by us, without modification. By accessing or using the Site, you are indicating that you have read, understood, approve, and agree to be bound by these Terms.

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

Privacy

Your use of the Site is subject to the Aardvark Audiobooks International Privacy Policy. Please review our Privacy Policy which also governs the site and informs users of our data collection practices.

Electronic Communication

Visiting the Site or emailing info@aardvarkaudiobooks.com or any other email address at the aardvarkaudiobooks.com domain constitutes electronic communication. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you are permitted to login to this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Aardvark Audiobooks International is not responsible for third party access to your account that results from theft or misappropriation of your account credentials. Aardvark Audiobooks International and its affiliate reserve the right to refuse service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Aardvark Audiobooks International does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under eighteen (18), you may use the Site only with the permission of a parent or guardian.

Links to Third Party Sites/ Third Party Services

The Site may contain links to third party sites (“Linked Sites”). The Linked Sites are not under the control of Aardvark Audiobooks International and Aardvark Audiobooks International is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Aardvark Audiobooks International provides these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Aardvark Audiobooks International of the site or any association with its operators.

Certain services made available via the Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the aardvarkaudiobooks.com domain, you hereby acknowledge and consent that Aardvark Audiobooks International may share such information and data with any third party with whom Aardvark Audiobooks International has a contractual relationship to provide the requested product, service or functionality on behalf of Site users and Aardvark Audiobooks International customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these Terms. As a condition of your use of the Site, you warrant to Aardvark Audiobooks International that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site. You may not attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Site and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all intellectual property rights related thereto, are the exclusive property of Aardvark Audiobooks International or are displayed on the Site with appropriate permission or otherwise in accordance applicable law. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Aardvark Audiobooks International and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you licenses, express or implied, to the intellectual property of Aardvark Audiobooks International, our licensors, or any other person, firm or organization, except as expressly authorized by these Terms.

International Users

The Service is controlled and administered by Aardvark Audiobooks or our licensors from our offices within the USA and Canada. If you access the Service from a location outside the USA or Canada, you are responsible for compliance with all local laws. You agree that you will not use the content accessed through the Site in any country where prohibited or in any manner prohibited by applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Aardvark Audiobooks International, its principals, agents, officers, directors, employees, and affiliated third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. AARDVARK AUDIOBOOKS INTERNATIONAL AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

AARDVARK AUDIOBOOKS INTERNATIONAL AND/ OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. AARDVARK AUDIOBOOKS INTERNATIONAL AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AARDVARK AUDIOBOOKS INTERNATIONAL AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING FROM USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

Aardvark Audiobooks International reserves the right in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice.

Promotional Communications

You agree to receive from time to time promotional messages and materials from us, by email or any other contact form you may provide us with, including but not limited to your phone number for calls or

text messages. If you don't want to receive such promotional materials or notices, please notify us at any time by email to info@aardvarkaudiobooks.com.

Changes to Terms

Aardvark Audiobooks International reserves the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. The most current version of the Terms will supersede all previous versions. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms.

Contact Us

Aardvark Audiobooks welcomes your comments and questions or comments regarding the Terms.

Email: info@aardvarkaudiobooks.com

Effective as of: June 4, 2020