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LIBRARYWORLD
Since 1985

LibraryWorld, Inc.

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WikiLibrary Please read the terms of service.
By using this service you agree to these terms.

- LibraryWorld, Inc. provides the WikiLibrary service to you subject to the following Terms of Service (TOS), which may be updated by us from time to time at LibraryWorld's sole discretion.

- **DESCRIPTION OF SERVICE**

LibraryWorld currently provides users with library Web hosting and searching services called WikiLibrary (the Service). Any new features that enhance the current service shall be covered by the TOS agreement. In order to use the Service, you must be able to access the World Wide Web.

- **YOUR REGISTRATION OBLIGATIONS**

In consideration of the use of Service, you agree to:

- Provide true accurate, current and complete information about yourself as prompted by the Service's registration form.
- Maintain and update any information that becomes inaccurate or outdated. If you provide inaccurate or untrue information, or if LibraryWorld has reasonable grounds to suspect that such information is untrue, LibraryWorld has the right to suspend or terminate your account and refuse any and all future use of the Service.

- **LibraryWorld PRIVACY POLICY**

LibraryWorld may disclose to third parties certain aggregate information contained in your registration data or related data, provided that, such information will NOT include personally identifying information, except as specifically authorized by you or in the good faith belief that such action is reasonably necessary to comply with the law, legal process, or to enforce the TOS.

- **MEMBER CONDUCT**

You understand that all information posted to WikiLibrary are the sole responsibility of the person from which such content originated. This means that you, not LibraryWorld, are entirely responsible for all information you upload, post or otherwise transmit via the Service. LibraryWorld does not control the information posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such information. You agree to not use the Service to:

- Upload, post or otherwise transmit information that is unlawful, harmful, threatening, abusive, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy;
- Harm minors in any way;
- Impersonate any person entity, including but not limited to, a LibraryWorld employee, or other LibraryWorld user.
- Upload, post or transmit information that you do not have a right to transmit under any law or under contractual or fiduciary relationships.
- Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- Intentionally or unintentionally violate any applicable local, state, national or international law.

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- **INDEMNITY**

You agree to indemnify and hold LibraryWorld, and its subsidiaries, affiliates, officers, and employees, harmless from any claim or demand, including 'reasonable' attorney's fees, made by any third party due to or

arising out of your information, your use of the Service, your connection to the Service, or your violation of the TOS.

- **POLICY REGARDING USE AND STORAGE**

You acknowledge that LibraryWorld may establish general practices and limits concerning the use of the Service. Currently each LibraryWorld Web site is limited to size based on the level of Service purchased, Membership, Standard, Premium or Custom.

- **MODIFICATION OF SERVICE**

LibraryWorld reserves the right at any time to modify or discontinue, temporarily or permanently, the Service with or without notice. You agree that LibraryWorld shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

- **TERMINATION**

You agree that LibraryWorld, in its sole discretion, may terminate your password, Library Web site, use of the Service and remove and discard any information within the Service, for any reason, including, without limitation, for lack of use or if LibraryWorld believes that you have violated or acted inconsistently with the letter or spirit of the TOS. LibraryWorld will take reasonable efforts to allow you to save or store your information before that information is permanently removed. Reasonable efforts shall mean, attempting to contact you through the email account you specified in your registration screen, and providing a means for you to electronically transfer your data to another source for a reasonable amount of time.

- **PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by LibraryWorld, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

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- ENTIRE AGREEMENT

The TOS constitutes the entire agreement between you and LIBRARYWORLD and governs your use of the Service, superseding any prior agreements between you and LIBRARYWORLD. The TOS and the relationship between you and LIBRARYWORLD shall be governed by the laws of the State of California. You and LIBRARYWORLD agree to submit to the personal and exclusive jurisdiction of the courts located with the county of Santa Clara, California.

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