
MY GRANDMA AND ME PUBLISHERS' TERMS OF USE

Updated as of May 24, 2004

Welcome to "MyGrandmaAndMe.com" (the "Site"). Thank you for visiting and have a great time!

It is important to us that you, and our other visitors, have an enjoyable experience while using our Site, and that when you use this Site you are fully aware of our respective legal rights and obligations. For that reason, we have created these Terms of Use as the legally binding terms to govern your use of this Site. Please read these Terms of Use carefully before using the Site, because they affect your legal rights and obligations.

Your Acceptance of Terms

If you do not agree with any of these Terms of Use, please do not use this Site because by using this Site you will be deemed to have irrevocably agreed to these terms.

Please note that these Terms of Use may be revised and reissued without notice at any time by updating this posting. You should visit this page regularly to review the current Terms of Use, since your continued use of the Site will be deemed as irrevocable acceptance of any revisions. These Terms of Use were last updated on May 24, 2004.

How To Contact Us

This Site is controlled and operated by My Grandma and Me Publishers, PO Box 144, St. Johns, Michigan, U.S.A. 48879. The phone number is (989) 224-4078. Please forward any complaints, questions or general correspondence to info@mygrandmaandme.com.

Your Registration

Although you utilize most of this site without registering, to access some of the resources this Site has to offer, you may be asked to provide registration details. It is a condition of use of this Site that all the information you provide will be correct, current, and complete. If we at My Grandma and Me Publishers believe the information is not correct, current, or complete, we have the right to refuse you access to the Site, or any of its resources, and to terminate or suspend your account.

We will assume (and by using this Site you warrant that) that either you have legal capacity to enter into the agreement set out in these Terms of Use (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract), or your parents have consented to your use of this Site and accept these Terms of Use on your behalf.

Online Privacy Policy

Your privacy is important to us. To better protect your privacy, we provide a privacy policy explaining our online information practices and the choices you can make about the way your information is collected and used at this site. [Click here](#) to show this policy, which forms part of these Terms of Use.

If you purchase a product from our Site using PayPal, you will be subject to PayPal's Privacy Policy, which you should read carefully before making any use of those areas. PayPal's Privacy Policy can be found at www.paypal.com.

Trademarks and Copyrights

This Site and all materials incorporated by My Grandma and Me Publishers on this Site ("Material") are protected by copyrights, patents, trade secrets or other proprietary rights ("Copyrights") while the characters, logos or other images incorporated by My Grandma and Me Publishers are also protected as registered or unregistered trademarks, trade names and/or service marks owned by My Grandma and Me Publishers ("Trademarks"). My Grandma and Me Publishers respects the intellectual property rights of others and asks users of this Site to do the same.

Your Use of Material

Your right to make use of this Site and any Material or other content appearing on it is subject to your compliance with these Terms of Use. Modification or use of the Material or any other content on this Site for any purpose not permitted by these Terms of Use may be a violation of our Copyrights and/or Trademarks and is prohibited.

You may access and display Material and all other content displayed on this Site for non-commercial, personal, entertainment use on a single computer only. The Material and all other content on this Site may not otherwise be copied, reproduced, republished, uploaded, posted, transmitted, distributed or used in any way unless specifically authorized by My Grandma and Me Publishers. Any authorization to copy Material granted by My Grandma and Me Publishers in any part of this Site for any reason is restricted to making a single copy for non-commercial, personal, entertainment use on a single computer only, and is subject to your keeping intact all copyright and other proprietary notices. Using any Material on any other other Web site or networked computer environment is prohibited unless specifically authorized by My Grandma and Me Publishers. Also, decompiling, reverse engineering, disassembling, or otherwise reducing the code used in any software on this Site into a readable form in order to examine the construction of such software and/or to copy or create other products based (in whole or in part) on such software, is prohibited.

Disclaimer of Warranties

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE SITE AND ALL THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES AND OTHER CONTENT IN MYGRANDMAANDME.COM ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR

IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MY GRANDMA AND ME PUBLISHERS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MY GRANDMA AND ME PUBLISHERS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS SITE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT MY GRANDMA AND ME PUBLISHERS' WEB SITE(S) OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MY GRANDMA AND ME PUBLISHERS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT IN MYGRANDMAANDME.COM OR ANY SITES LINKED TO MYGRANDMAANDME.COM IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. MY GRANDMA AND ME PUBLISHERS MAKES NO WARRANTIES THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICE OR OTHER CONTENT IN MYGRANDMAANDME.COM WILL NOT INFINGE THE RIGHTS OF OTHERS AND MY GRANDMA AND ME PUBLISHERS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICE OR OTHER CONTENT OF MYGRANDMAANDME.COM. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Limitation of Liability

MY GRANDMA AND ME PUBLISHERS DOES NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNATIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE) RESULTING FROM ANY USE OF, OR INABILITY TO USE, MYGRANDMAANDME.COM OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT ON MYGRANDMAANDME.COM REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF MY GRANDMA AND ME PUBLISHERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITATION, YOU (AND NOT MY GRANDMA AND ME PUBLISHERS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE ARISING. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Forums

THE MATERIALS, INFORMATION AND OPINIONS INCLUDED AND/OR EXPRESSED IN OR ON AVAILABLE GUEST BOOKS, BULLETIN BOARDS, CHAT ROOMS, COMMUNITY PAGES OR OTHER FORUMS ON THIS SITE ("FORUMS") ARE NOT

NECESSARILY THOSE OF MY GRANDMA AND ME PUBLISHERS OR ITS AFFILIATED OR RELATED ENTITIES OR CONTENT PROVIDERS. MY GRANDMA AND ME PUBLISHERS DOES NOT UNDERTAKE TO MONITOR OR REVIEW FORUMS, AND THE CONTENT OF FORUMS IS NOT THE RESPONSIBILITY OF MY GRANDMA AND ME PUBLISHERS. MY GRANDMA AND ME PUBLISHERS MAY REMOVE OR MODIFY ANY CONTENT WITHOUT NOTICE OR LIABILITY AT ANY TIME IN ITS SOLE DISCRETION. ANY USE OF THE FORUMS WILL BE AT YOUR OWN RISK AND WILL BE SUBJECT TO THE DISCLAIMERS AND LIMITATIONS ON LIABILITY SET OUT ABOVE.

Submissions, Postings and E-mails

My Grandma and Me Publishers is always interested in hearing from you. It is, however, our policy that we will not accept or consider unsolicited submissions of concepts, stories, or other potential content. Therefore, please do not send My Grandma and Me Publishers any unsolicited submissions.

Any material you send to us will **not** be treated as confidential.

Please act responsibly when using this Site. You may only use this Site and its contents for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing or transmitting any unlawful material through this Site. You may not collect or store personal information regarding other users. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You agree that if a third party claims that material you have contributed to the Site is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all materials publicly posted (other than by My Grandma and Me Publishers) or privately transmitted on or through this Site are the sole responsibility of the sender, not My Grandma and Me Publishers, and that you are responsible for all material you upload, post or otherwise transmit to or through this Site.

We at My Grandma and Me Publishers require that you do not post e-mails or submit to or publish through Guest Books, Forums or otherwise make available on this Site any content, or act in a way, which in our opinion:

- (a) libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- (b) seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- (c) infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- (d) violates any law or may be considered to violate any law;

- (e) you do not have the right to transmit under any contractual or other relationship (e.g., insider information, proprietary or confidential information received in the context of an employment or a non-disclosure agreement);
- (f) advocates or promotes illegal activity;
- (g) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- (h) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as specifically authorized on this Site;
- (i) solicits funds, advertisers or sponsors;
- (j) includes programs which contain viruses, worms and/or 'Trojan horses' or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- (k) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this Site;
- (l) copies any other pages or images on this Site except with appropriate authority;
- (m) includes MP3 format files;
- (n) amounts to a 'pyramid' or similar scheme;
- (o) amounts to 'data warehousing' (i.e., using any web space made available to you as storage for large files which are only linked from other sites). You must provide a reasonable amount of content to accompany such material in order that at least some of the traffic to your site comes directly via this Site;
- (p) disobeys any policy or regulations established from time to time regarding use of this Site or any networks connected to this Site; or
- (q) contains links to other sites that contain the kind of content, which falls within the descriptions set out at (a) to (p) above.

In addition, you are prohibited from removing any sponsorship banners or other material inserted by My Grandma and Me Publishers anywhere on this Site (e.g., on any web space made available for your use).

System Abuse

Without limitation, you agree not to send, create or reply to so called "mailbombs" (i.e., emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or engage in "spamming" (i.e., unsolicited emailing for business or other purposes) or undertake any other activity which may adversely effect the operation or enjoyment of this Site by any other person.

You may not reproduce, sell, resell or otherwise exploit any resource, or access to any resource, contained on this Site.

Security

If and when applicable, any passwords used for this Site are for individual use only. You shall be responsible for the security of your password (if any). My Grandma and Me Publishers shall be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that My Grandma and Me Publishers considers insecure, My Grandma and Me Publishers will be entitled to require this to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) are strictly prohibited. If you become involved in any violation of system security, My Grandma and Me Publishers reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents.

Investigations

My Grandma and Me Publishers reserves the right to investigate suspected violations of these Terms of Use, including without limitation any violation arising from any submission, posting or e-mails you make or send. My Grandma and Me Publishers may seek to gather information from the user who is suspected of violating these Terms of Use, and from any other user. My Grandma and Me Publishers may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If My Grandma and Me Publishers believes, in its sole discretion, that a violation of these Terms of Use has occurred, it may edit or modify any submission, posting or e-mails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. My Grandma and Me Publishers will fully cooperate with any law enforcement authorities or court order requesting or directing My Grandma and Me Publishers to disclose the identity of anyone posting any e-mails, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS MY GRANDMA AND ME PUBLISHERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY MY GRANDMA AND ME PUBLISHERS DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER MY GRANDMA AND ME PUBLISHERS OR LAW ENFORCEMENT AUTHORITIES.

Service

In order to use this Site, you must obtain access to the World Wide Web and pay any service fee associated with that access. You will need to provide all equipment necessary to connect to the Site on the World Wide Web (including a computer, modem and/or other access devices).

My Grandma and Me Publishers, reserves the right to modify or discontinue, temporarily or permanently, all or any part of this Site and/or any software, facilities and services on this Site, with or without notice, and/or to establish general guidelines and limitations on their use.

Local Regulations

My Grandma and Me Publishers makes no representation that Materials or other content in the Site are appropriate or available for use outside the United States, its territories, possessions and protectorates. If you choose to access the Site from other locations you do so on your own initiative and at your own risk. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

Indemnity

You agree to indemnify and hold harmless My Grandma and Me Publishers and its officers, directors, employees, agents, distributors and affiliates from and against any and all claims, demands, liabilities, costs or expenses, including reasonable attorney's fees, resulting from your breach of any of the foregoing provisions, representations or warranties, and/or from your placement or transmission of any content onto My Grandma and Me Publishers' servers, and/or from any and all use of your account.

Our Use of Content

My Grandma and Me Publishers will consider anything you provide to My Grandma and Me Publishers and/or contribute to this Site as available for our use free of any obligations to you.

By posting or uploading any content to this Site and/or providing any communication or material to My Grandma and Me Publishers ("User Content"), you automatically and irrevocably: (a) grant and assign to My Grandma and Me Publishers any and all rights in the User Content throughout the world including without limitation all copyright, together with all consents (if any) necessary to enable its reproduction, distribution, modification, publishing and/or other exploitation by My Grandma and Me Publishers and/or by any person authorized by My Grandma and Me Publishers, by any means and in all media now known or hereafter devised without payment or other reference to you or any other person, and to advertise and promote such exploitation, for the full period of all such rights (together with any extensions and renewals) and insofar as possible in perpetuity; (b) waive all moral rights in the User Content which may be available to you in any part of the world and confirm that no such rights have been asserted; (c) appoint My Grandma and Me Publishers as your agent with full power to enter into any document and/or do any act My Grandma and Me Publishers may consider appropriate to confirm the grant and assignment, consent and waiver set out above; (d) warrant that you are the owner of the User Content and entitled to enter into these Terms of Use; (e) confirm that no such User Content will be subject to any obligation, of confidence or otherwise, to you or any other

person and that My Grandma and Me Publishers shall not be liable for any use or disclosure of such User Content.

Third Party Sites

This Site may link you to other sites on the Internet. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of My Grandma and Me Publishers, and you acknowledge that (whether or not such sites are affiliated in any way with My Grandma and Me Publishers) My Grandma and Me Publishers is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by My Grandma and Me Publishers or any association with its operators.

My Grandma and Me Publishers cannot ensure that you will be satisfied with any products or services that you purchase from any third party site that links to or from MyGrandmaandme.com since those other sites are owned and operated by independent third parties. My Grandma and Me Publishers does not endorse any of the merchandise, nor has My Grandma and Me Publishers taken any steps to confirm the accuracy or reliability of any of the information contained in such third party sites. My Grandma and Me Publishers does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you irrevocably waive any claim against us with respect to such sites. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

Jurisdictional Issues

The Materials and all other content in this Site are presented solely for the purpose of providing entertainment and information and promoting books, programs, and other products available in the United States, its territories, possessions, and protectorates. The Site is controlled and operated by My Grandma and Me Publishers from its offices within the State of Michigan, United States of America.

These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the State of Michigan, as they are applied to agreements entered into and to be performed entirely within Michigan. Any action you, any third party or My Grandma and Me Publishers may bring to enforce these Terms of Use or, in connection with any matters related to the Site shall be brought only in either the State or Federal Courts located in Clinton County, Michigan, and you expressly consent to the jurisdiction of said courts.

If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable for this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein.

Claims of Infringement

If you believe that any content appearing on this Site infringes your copyright rights, we at My Grandma and Me Publishers want to hear from you. Please forward the following information in writing to the Copyright Agent named below:

- (a) your name, address, telephone number, and e-mail address;
- (b) a description of the copyrighted work that you claim has been infringed;
- (c) the exact URL or a description of each place where alleged infringing material is located;
- (d) a statement by you that you have a good faith belief that the disputed use has not been authorized by you, your agent, or the law; and
- (e) your electronic or physical signature or the electronic or physical signature of the person authorized to act on your behalf.

Copyright Agent:

My Grandma and Me Publishers LLC
Attn: Copyright Agent
PO Box 144
St. Johns, Michigan 48879

Tel: 989.224.4078

Fax: 989.224.3749

Email: info@mygrandmaandme.com

My Grandma and Me Publishers seeks to preserve any and all exemptions from liability that may be available under the copyright law, but does not necessarily stipulate that it is a service provider as defined in USC section 512(c) or elsewhere.