## Terms and Conditions of Use: Please Read Before Using This Web Site

1. By using this Web site, you agree and accept all terms and conditions of this agreement. Use of this Web site represents that you have read and understand the terms and conditions and that you agree to be bound by these terms and conditions, following.

2. If you do not agree with the terms and conditions of this Web site and do not wish to be bound by them, please do not use this Web site or download any materials from this site.

3. All material ("Materials") displayed or transmitted on this site, including but not limited to text, photographs, illustrations, video clips, audio clips, and graphics are owned by IRONWOOD PRESS ("IP") or its assignees, and are protected by United States and international copyright, trademarks, service marks, and other proprietary rights, laws and treaties.

4. With the exception of personal, non-commercial use, as provided in this agreement, you may not copy, reproduce, publish, transmit, transfer, sell, rent, modify, create derivative works from, distribute, repost, perform, display, or in any way commercially exploit the Materials carried on this site. Unauthorized use infringes upon any of the copyrights or other intellectual property rights contained in the Materials. You may not remove or alter, nor cause to be removed or altered, any copyright, trademark, or other proprietary notices or visual marks and logos from the Materials.

5. You may make a reasonable number of print copies of the Materials carried by IP on this Web site for personal, non-commercial use only, provide that you do not remove nor cause to be removed any copyright, trademarks, or other proprietary notices or visual marks or logos from the Materials. You may not archive or retain any of the Materials accessed on this Web site without first receiving the express written permission of IP. Except for these specified uses, re-use, reproduction, or distribution for commercial purposes is prohibited. No part of the materials in this Web site may be copied, downloaded, stored in a retrieval system, further transmitted or otherwise reproduced, stored, disseminated, transferred, or used, in any form or by any means.

6. All requests for archiving, republication or retention of any part of the Materials must be in writing to IP clearly stating the purpose and manner in which the Material will be used. Submit requests for permission to archive, retain, or republish any part of the Materials to: Copyright, Ironwood Press, 10658 West Parkhill Ave. Littleton, CO 80127, or by email to info@ironwoodpress.com.

7. You acquire no rights or license whatsoever to the Materials other than the limited rights to use the Web site according to these terms and conditions. Any of the Materials accessed or downloaded from this site must be accessed or downloaded in accordance with the terms and conditions of use specified in this agreement. IP reserves any rights not expressly granted under these terms and conditions of use.

8. IP reserves the right to modify, update, suspend, discontinue, or restrict the use of or access to this Web site or any portion of this Web site, at any time and without notice or liability.

9. IP AND ITS LICENSEES DISCLAIM ALL LIABILITY FOR USE OF THIS SITE. ALTHOUGH THE INFORMATION AND MATERIALS CARRIED ON THIS WEB SITE IS BELIEVED TO BE RELIABLE, IP AND ITS LICENSEES MAKE NO REPRESENTATION, NEITHER EXPRESSED NOR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE MATERIALS OR ANY INFORMATION ON THIS WEB SITE. BY USING THIS WEB SITE OR BY RELYING ON ANY OF THE INFORMATION CARRIED ON THIS WEB SITE YOU ASSUME ALL THE RISK AND RESPONSIBILITY ARISING OUT OF USE OR RELIANCE ON THIS WEB SITE. IP AND ITS LICENSEES DISCLAIM ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. IP AND ITS LICENSEES OR ANY INDIVIDUAL OR OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE MATERIAL SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THIS WEB SITE OR ANY MATERIALS CARRIED ON THIS WEB SITE. SUCH LOSSES OR DAMAGE INCLUDE LOST TIME, LOST PROFITS, COMPUTER PROBLEMS, OR OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR WHETHER SUCH DAMAGES ARE DEEMED TO RESULT FROM THE FAILURE OR INADEQUACY OF ANY EXCLUSIVE OR OTHER REMEDY.

10. This Web site may contain links or pointers to Internet sites maintained by third parties. IP and its licensees do not operate or control in any way any information, products or services on these third-party sites and IP and its licensees disclaim any responsibility for such third-party sites, which are provided for your convenience on an "as is" basis without warranties of any kind, express or implied. 11. Pursuant to Colorado law, IP's use and enforcement of such copyright shall not restrict public access to or fair use of such copyright materials under the Colorado Open Records Act. Fair use of copyright material includes uses for criticism, comment, news, reporting, teaching, scholarship, or research.

12. This agreement will be governed and construed in accordance with the laws of the State of Colorado without regard to its conflicts of law provisions. You agree to submit to the personal jurisdiction of the state and federal courts located in Jefferson County in the State of Colorado, and any cause of action that arises from use of this Web site or from interpretation of these terms and conditions must be filed in the state and federal courts located in Jefferson County, Colorado. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Any remaining provisions shall be given effect to the fullest extent possible.

13. This constitutes the entire agreement between the parties concerning the terms and conditions of use of this Web site and its Materials.

## IronwoodPress.com