

| Website Terms of Service | |
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| Welcome | <p>Welcome to the Website of Soundbooth Theater, LLC (“we” “us”).</p> <p>We produce and publish audiobooks and audio dramatizations (“Audio Products”) and related merchandise (“Merchandise”) offer these Audio Products and Merchandise for purchase on our Website.</p> <p>When you use the Website or purchase our Audio Products or Merchandise, you agree to the following Terms of Service (“Terms”). Please read these Terms carefully.</p> |
| Age Restriction | You represent that you are at least 18 years of age. |
| Purpose and Use | <p>We provide the Website and the Website’s text, images and other content (“Content”) for information and to promote and sell our Audio Products and Merchandise.</p> <p>You agree to use the Website and the Content only for purposes permitted by these Terms and any applicable law, regulation or generally accepted practices in your jurisdiction. You will not:</p> <ul style="list-style-type: none"> • Interfere with or disrupt the Website, the normal use of the Website by other authorized users, the Content or the servers and networks associated with the Website; • Upload any unlawful information or materials; or • Use the Website in violation of local, state, or national law. |
| Our Properties | <p>We own the Website, the Audio Products, our name SOUNDBOOTH THEATER™ and related trademarks that we use on the Website and in commerce, copyrights in the Website and in some Audio Product cover art, and the right to produce and to distribute the Audio Products (collectively “Properties”).</p> <p>Unless we permit you in writing, you may not copy, sell, trade, use or allow others to use these Properties. If there are other intellectual properties that appear on the Website, those belong to their respective owners and we use them only to refer to those owners’ goods and services.</p> <p>Address your questions concerning using our Properties to:</p> <p>Soundbooth Theater, LLC 4741 Central St. STE #445 Kansas City, MO 64112 216-650-7712 info@soundbooththeater.com</p> |
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| <p>Privacy</p> | <p>To visit our Website, we do not require you to give us any personal or financial information.</p> <p>We do not gather non-public personal information such as your Social Security number or any other information that could be used to determine credit- or employment-worthiness.</p> <p>If you place an order for an Audio Product or Merchandise our Website, you will be directed to a secure payment page that is managed through an outside payment processor. We will not see, collect or store the payment information that you enter on the payment page. Our outside payment processor will notify us that you have made a payment, providing us only with your name and the amount paid.</p> <p>During your online order, our server will assign your browser a unique identification number stored in a file on your computer (“Cookie”) unless you have disabled Cookies on your computer. Cookies identify your browser, but not you personally, to our computers whenever you interact on our Website.</p> <p>If you “opt in” where indicated, we may use your name and email to:</p> <ul style="list-style-type: none"> • Follow up with you after your visit. • Send to you messages that we approve and to which you have subscribed (“Messages”). • Send to you emails about related or new Audio Products, Merchandise or other products and services that we feel may be of interest to you (“Mailings”). <p>We will not share this information with anyone. We maintain security procedures and standards for storing this information that we believe are as safe as today’s technology permits. We test these procedures and modify them regularly as new technologies become feasible.</p> <p>If you do not want to receive certain Messages or Mailings, you can opt out in several ways:</p> <ul style="list-style-type: none"> • Click on the opt-out link if one is provided in a Message or Mailing. • Email us at info@soundbooththeater.com requesting that you name be removed from future Messages or Mailings. • Write to us at Soundbooth Theater, LLC, 1235 W. 70th Terrace, Kansas City, MO 64113 requesting that you name be removed from future Messages or Mailings. <p>If you visit other websites through links that you find on our Website, we are not responsible for the privacy practices or content of those websites. Those websites may collect information about you, including personal information. You are responsible for yourself, your passwords and personal information on those sites. While we are committed</p> |

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| <p>No Warranties</p> | <p>Website</p> <p>You understand and agree that you use the Website at your own risk and that we provide the website “AS IS” and “AS AVAILABLE” without any express or implied warranties of merchantability, reliability, non-infringement or fitness for a particular purpose. Also, we <u>do not</u> warrant that:</p> <ul style="list-style-type: none"> • The Website will meet your requirements; • Will operate without interruption or error; • Content will be accurate or reliable; • Content or Audio Products will not damage your computer; or • We will correct Website deficiencies. <p>You understand that we, our affiliates, sponsors and advertisers will not be liable for any consequential, incidental, indirect or punitive damages associated with your use of the Website, or for any loss resulting from:</p> <ul style="list-style-type: none"> • Your reliance on the Website; • Your transactions with an advertiser or sponsor on the Website; • Changes that we make to the Website; or • Your failure to keep your information confidential. <p>Audio Products and Merchandise</p> <p>We describe our Audio Products and Merchandise as accurately as possible, but do not warrant that those descriptions are accurate, complete, reliable or error free. We also attempt to update the Content frequently, but make no warranties that the Content is current.</p> <p>YOU UNDERSTAND AND ASSUME ALL RISK RELATED TO YOUR PURCHASE AND USE OF OUR AUDIO PRODUCTS AND MERCHANDISE. WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT CONSEQUENTIAL, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE AUDIO PRODUCTS OR MERCHANDISE.</p> <p>WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.</p> |

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| Indemnity | <p>You will indemnify and defend us and our officers, directors, employees, agents, heirs, successors in interest, and affiliated entities (each an "Indemnified Party") from and against any and all liabilities, losses, damages, claims, and expenses, including reasonable legal fees, that may be incurred or suffered by one or more Indemnified Parties arising out of third party claims related to your: a) obligations under these Terms; b) purchase and use of Audio Products or Merchandise. This Section survives the expiration or termination of these Terms.</p> |
| Cancellation, Exchanges And Returns | <p>We may cancel your order for an Audio Product or Merchandise and refund the amount that you paid if the amount that you paid for an Audio Product or Merchandise is obviously incorrect, regardless of how that error occurred.</p> <p>Audio Products</p> <p>All sales of Audio Products are final. Unless you notify us and we confirm that we delivered your Audio Product with glitches or errors, we will not refund the price of Audio Products or exchange returned Audio Products for other Audio Products.</p> <p>Merchandise</p> <p>If you are not completely satisfied with your Merchandise purchase, for any reason, you must return to us that Merchandise with the original receipt.</p> <p>If we receive that Merchandise within seven days of your purchase, we will refund to you the amount that you paid for that Merchandise, as provided below. We will not give you a refund if the Merchandise is not returned to us within seven days of your purchase, if you do not include the original receipt or if the Merchandise is lost or damaged before we receive it. You will pay all shipping costs to return the Merchandise.</p> <p>If we receive the returned Merchandise on time, we will, within seven to ten business days of receiving that Merchandise and the original receipt, apply to your original payment method a credit for the amount you paid for that Merchandise. We will send to you an email when this credit process is complete. A credit will appear on your next statement, depending on the issuing bank and billing cycle. We are not responsible for any issues with your financial institution.</p> |
| Reporting Content Violations | <p>If you believe that your intellectual property rights have been violated by anything on our Website, please send written notice to the address listed under "Contact Us" below that:</p> <ul style="list-style-type: none"> • Describes the intellectual property that you believe was infringed ("Infringed Property") and where the Infringed Property is located on the Website; • Includes your address, a telephone number, and an e-mail address where we can contact you; • States that you have a good-faith belief that the infringing use is not authorized by the Infringed Property owner, by its agent, or by law; |

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| | <ul style="list-style-type: none"> • States, under penalty of perjury, that the information in your notice is accurate and that you are the Infringed Property owner or are authorized to act on their behalf; and • Includes your electronic or physical signature. <p>We may request additional information before removing anything.</p> |
| Termination | <p>We may terminate your access to the Website if:</p> <ul style="list-style-type: none"> • You breach the Terms or act in a way which we believe shows that you do not intend to or are unable to comply with the Terms; • We are required to do so by law; or • We decide to discontinue the Website. |
| Governing Law | <p>These Terms and your relationship with us are governed by Missouri law, without regard to its conflict of laws provisions. You agree to submit to the exclusive jurisdiction of the state or federal courts located in Kansas City, Missouri to resolve any legal matter arising from these Terms.</p> |
| Changes to Terms | <p>These Terms represent the entire understanding relating to the use of the Website and prevail over any prior or contemporaneous, conflicting or additional, communications. From time to time, we may change the Website, these Terms, our Audio Products or Merchandise without prior notice to you. Changes will become effective when we post them to the Website. We will treat your use of the Website after new Terms are published as your acceptance of the new Terms.</p> |
| Contact Us | <p>Thank you for visiting our Website. If you have questions about our policies, please to contact us at:</p> <p>Soundbooth Theater, LLC 4741 Central St. STE #445 Kansas City, MO 64112 216-650-7712 info@soundbooththeater.com</p> |