

TERMS OF USE

Welcome to *Book of the Month*®! Book of the Month Club LLC ("BOTM," "we," "our," or "us") provides this website any related websites and mobile apps (together, the "Site") and offers products and services to consumers ("you" or "your") subject to your agreement to these Terms of Use (the "Terms"), which are final.

By using the Site, signing up for or participating promotions of any kind (including email and text-based promotions and contests), purchasing from BOTM, or becoming a member of any of our clubs, you agree to be bound by these Terms (including automatic renewal of your membership), so please read these terms carefully.

- 1. THESE TERMS ARE A BINDING CONTRACT BETWEEN YOU AND BOTM. IF YOU DO NOT ACCEPT THESE TERMS, YOU ARE NOT PERMITTED TO, AND YOU MUST NOT, ACCESS OR USE THE SITE, PURCHASE SUBSCRIPTIONS OR PRODUCTS FROM US, OR JOIN OUR CLUBS.**
- 2. MEMBERSHIPS ARE SUBJECT TO AUTOMATIC RENEWAL. PLEASE CAREFULLY REVIEW SECTION 6, BELOW, FOR ADDITIONAL DETAILS.**
- 3. YOU AGREE THAT DISPUTES BETWEEN YOU AND BOTM WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU AND BOTM WAIVE ALL RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. PLEASE CAREFULLY REVIEW SECTION 35, BELOW, FOR ADDITIONAL DETAILS.**

These Terms govern all aspects of your interactions, communications, and relationship with BOTM, from visiting and interacting with the Site to your purchase of products, services, and memberships from us, whether by subscription or otherwise, and from your participating in sales, sweepstakes, and contests to receiving communications from us, including promotional texts and emails. We urge you to **download or print these Terms** for ease of reference and to keep a copy of the Terms for your records.

You must be at least 13 years old to become a member and purchase products from this Site or use the BOTM services. Individuals under 18 years old must use the Site and BOTM membership in conjunction with and under the supervision of a parent or legal guardian who is at least 18 years old. In all cases, the parent or legal guardian is the Site user and member and will be responsible for any and all use of the Site and membership by the individual under 18.

1. Privacy

Please read our [Privacy Policy](#) which is incorporated into these Terms and governs your use of the Sites. You agree with and consent to our [Privacy Policy](#), including the information collection, analysis, and usage practices it describes. To the extent there is a conflict between the [Privacy Policy](#) and these Terms, these Terms will control to the fullest extent permitted by law.

2. Joining *Book of the Month*

To become a *Book of the Month* member, simply click any of the "join" buttons located throughout the Site. You will be prompted to submit your name and email address, provide your corresponding billing and shipping information, and complete the purchase of your initial membership, which includes the member benefits as set forth below. Once you become a member, you will be able to take advantage of the many benefits available, and you will also be assigned a monthly renewal date between the 22nd and 30th of the month.

3. How your *Book of the Month* membership works

As part of your *Book of the Month* membership, you will receive an email on or about the 1st of each month announcing our new Monthly Selections. You will have until the end of the 6th day of the month to review the Monthly Selections and decide whether you want to: (a) choose one of the Monthly Selections and ship your box,

(b) add up to two additional books to your box and ship your box, or (c) skip the month and not receive a box. If you take no action, you will not receive a box.

If you skip the month, as directed on the Site, and do not make an audiobook purchase during the month you will not be charged. Otherwise, we will automatically renew your membership and charge your credit/debit card for monthly renewal (including One Book Credit) plus applicable taxes on your Renewal Date (see the “Automatic Renewal Feature” and “About Book Credits” sections below for additional details).

If you join *Book of the Month* after the 6th day of the month, the window of time you must make your selection, add extra books to your box, or skip the month will be communicated to you as part of the enrollment process.

4. Membership benefits

Membership in *Book of the Month* includes a number of benefits. During the term of your membership, you will enjoy: (a) the ability to redeem Book Credits for monthly selections or other books on the Site in hardcover and audiobook format; (b) access to early release titles which are available exclusively to members from time to time; (c) the ability to participate in our discussion board and interact with other members; (d) the opportunity to participate in member contests, to be featured in our social media channels, and to vote in our Book of the Year Award; (e) access to ratings, member reviews, personal bookshelves and other features on our website; (f) from time to time, special gifts and/or exclusive content; (g) the ability to participate in our BOTM BFF loyalty rewards program; (h) the ability to participate in our BOTM Reading Challenge and win prizes; and (i) from time to time, we may provide the opportunity to add books to your box at discounted prices, and/or purchase additional packages of Book Credits at discounted member-only prices. When the term of your membership ends you will no longer have access to these member benefits; however, you may redeem any remaining Book Credits within a sixty (60) day Grace Period following the end of your membership term.

5. Membership term

The initial term of your membership shall be twelve (12) months from the date you join (or rejoin) *Book of the Month*. On each subsequent date that your membership is renewed the term of your membership shall be extended to twelve (12) months from the date of your most recent renewal. You must keep a valid credit/debit card on file to remain a member and receive Book of the Month benefits. If you do not keep a valid credit/debit card on file, your membership will be terminated sixty (60) days following the date that your card first became inactive and any unredeemed Book Credits will be forfeited.

We reserve the right to terminate your membership in our sole discretion if we determine that you have violated these Terms, including through fraudulent or misleading activity. In such case any remaining membership benefits, including any unredeemed Book Credits, shall be forfeited and you may not redeem them during the Grace Period. You may also be liable for civil and/or criminal penalties under applicable law. The Dispute Resolution requirements of these Terms survive the termination of your membership.

6. Automatic renewal feature

Unless you notify us before your renewal date that you wish to cancel your membership or elect to skip the month by pressing the appropriate button as indicated on the Site, you understand that your membership will automatically renew on your assigned renewal date. As a member, you authorize us (without notice to you, unless required by applicable law) to charge monthly renewal (including one Book Credit) plus applicable taxes, using the debit/credit card we have on file for you. From time to time, we may change the price associated with the monthly renewal and/or the price of Book Credits during the term of your membership; in such a case, you will be notified ahead of

time and your membership will renew at the then-prevailing price. The Dispute Resolution requirements of these Terms survive the cancellation of your Membership.

7. About book credits

The number of Book Credits available to you is indicated in the Account section of the Site. Book Credits may be redeemed for any book on the Site in hardcover or audio format; however, the first book added to your box must be one of the current Monthly Selections and you need to ship or skip your monthly box to have access to audiobooks. You may redeem up to three (3) Book Credits in any single month on a physical box and up to three (3) additional credits for audiobooks, as long as you visit the Site and make your box selection by the end of the 6th day of the month as indicated above. Audiobooks can be purchased at any time.

Credits may only be redeemed by current *Book of the Month* members and are valid for 12 months from the date of issuance, unless the member's account is terminated earlier, or except as otherwise stated herein for Gift Memberships, Annual Memberships and Monthly+ Memberships. We may allow members to redeem Book Credits within a sixty (60) day Grace Period following account termination, after which time any unredeemed credits are forfeited. Regardless of Book Credit expirations, all other membership benefits shall be available to you during the term of your membership. Book Credits cannot be transferred between accounts or between members. Book Credits cannot be bartered, exchanged, or sold. Book Credits are not payment instruments, and you have no vested property right or interest in them. Book Credits have no cash value and are non-refundable.

We reserve the right in our sole discretion at any time and without prior notice to you, to add to, remove or otherwise change the terms applicable to the issuance and use of Book Credits. Such changes may include, without limitation, how you may purchase, earn, and use Book Credits, when Book Credits expire, and the maximum number of Book Credits that you may have in your account at any given time.

8. Shipping

We will send you an email notifying you when your box has shipped. You can find your order details and tracking information (when available) on your box page or on the order history page in the account section of the website. If shipment of your order is delayed, we will notify you via email and push notification if you have that feature enabled.

9. Purchasing an Audiobook

Audiobooks can only be purchased on our iOS app by redeeming credits previously purchased as part of your Membership Plan. If you do not have enough credits you may change your plan to purchase additional credits. See the Additional Membership Plans sections below for additional details. In any given month, you must first skip or ship your box before you can purchase audiobooks.

When you purchase an audiobook, *Book of the Month* grants you a limited, revocable, non-exclusive, non-transferable license to download audiobook content to your device(s) solely for your personal non-commercial use. We may limit the number of devices you are able to download the audiobook content. You agree to not sell, transfer, lease, modify, distribute or publicly perform the content in any manner and you will not exploit it commercially. You further agree to not decompile, disassemble, or reverse engineer the content, or modify the content or create any derivative works therefrom. The license to the content you purchase will continue for as long as your copy of content exists pursuant to these terms of use.

10. Downloading and listening to Audiobooks

Audiobooks can only be purchased in the *Book of the Month* iOS app and can only be listened to in the *Book of the Month* iOS app. To listen to a previously purchased audiobook, navigate to the "Listen" tab and download the audiobook. The downloaded audiobook will remain on your device unless you choose to remove it. As a convenience

to you we may continue to make your purchased content available for re-download through the app, but we do not guarantee that such content will be available for re-download indefinitely.

You bear all risk of loss for completing the download of the content after purchase, once we have made such content available to you (in the "Listen" tab or otherwise) and for any loss of the content you have downloaded, including without limitation any loss due to a file corruption or a computer or hard drive crash. Purchased content will generally continue to be available in the "Listen" tab, but may become unavailable due to potential content provider licensing restrictions or other reasons and BOTM will not be liable to you if the content becomes unavailable for further download.

11. Member email and other communications

As part of your membership, we will send you and you agree to receive emails advising you about our book selections, information about your account, newsletters, special promotions, and other updates to maximize your reading experience. You may opt-out of promotional emails by clicking the "unsubscribe" link found at the bottom of all promotional emails. We may share your information with other clubs or websites operated by our parent or affiliated companies. From time to time, *Book of the Month* may arrange for other companies to provide you with offers for products or services which may be of interest to you. Any disputes regarding or arising out of member emails and other communications are governed by the Dispute Resolution requirements of these Terms.

12. Text Communication Terms and Conditions

How to Enroll: By providing your phone number, agreeing to our Terms, and sending specified key words to our short code or otherwise affirmatively opting-in to our Text Messaging Program, you expressly agree to receive marketing and non-marketing text messages from *Book of the Month*, including by autodialed means, to the telephone number you provide. Consent to the Text Messaging Program is not a condition of purchasing any goods or services.

Opt Out: You may opt out of the Text Messaging Program at any time. To stop receiving text messages, text STOP to the five-digit short code from which you no longer wish to receive messages. You will then receive one final text message confirming that you have successfully opted-out from the Text Messaging Program.

Program Description: *Book of the Month* may deliver and you agree to receive text messages using an automatic telephone dialing system. Text messages may include, without limitation, a link to download our app, information about deliveries, membership features, promotions, products, and other marketing messages.

Message and Data Rates: Message and data rates or other charges may apply to each text message sent or received by you in connection with the Text Messaging Program. Roaming charges may also apply. Applicable rates and charges are determined by your mobile telephone carrier. If you have any questions about these charges, please reach out to your carrier. *Book of the Month* does not charge any additional fees for sending text messages. *Book of the Month* does not guarantee delivery of any messages to your mobile device and will not be responsible or liable for any issues relating to your network services.

Your Mobile Telephone Number: You represent that you are the account holder for the mobile telephone number(s) that you provide to *Book of the Month* when you enroll in the text messaging program. If you change your mobile telephone number, you are responsible for notifying us. You agree to indemnify *Book of the Month* in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify *Book of the Month* if you change or deactivate your telephone number or transfer your number to another person.

Eligibility: To receive *Book of the Month* text messages, you must be a resident of the United States and 18 years of age or older, and, by agreeing to receive text messages, you represent that you meet these requirements.

Changes to the Text Messaging Program: *Book of the Month* may modify or change the terms of the Text Messaging Program at any time without notice to you. This includes the types of messages and the frequency of which messages are sent to you. You agree to review these Text Messaging Program terms on a regular basis to ensure that you are

aware of any changes. If you do not agree to these changes, you are required to opt-out of the Text Messaging Program in accordance with the Opt-Out section above.

Termination of Text Messaging Program: *Book of the Month* may decide to terminate or suspend the Text Messaging Program (or certain features thereof) or your participation in the Text Messaging Program for any reason including if *Book of the Month* believes you are in breach of the Text Messaging Program terms. *Book of the Month* will also terminate your participation in the Text Messaging Program if it reasonably believes that your phone number is reassigned or if your mobile telephone service terminates or lapses. The Dispute Resolution requirements of these Terms survive the termination of the Text Messaging Program or your participation in the Text Messaging Program. Any disputes regarding or arising out of the Text Messaging Program are governed by the Dispute Resolution requirements of these Terms.

13. Additional membership plans

Book of the Month currently offers the following additional membership plans in addition to the Monthly membership plan described above:

Gift memberships

Book of the Month memberships can also be purchased as a gift. To purchase a Gift Membership, click the "Gift" buttons found throughout the Site, choose a delivery method (email, gift card, or printable gift voucher), select a membership plan, and enter the shipping and billing information required to complete the gift purchase.

Book of the Month offers three Gift Membership plan options: 3-month, 6-month and 12-month. At times, we may offer additional options. The initial membership term for a Gift Membership is: (a) 15 months for a 3-month gift; (b) 18 months for a 6-month gift; and (c) 24 months for a 12-month gift. To activate a Gift Membership, the recipient must enter the gift code on the Site and become a *Book of the Month* member. Gift codes for activating Gift Memberships do not expire and are not subject to any dormancy or other fees for non-use. Upon redemption of the Gift Membership, all of the Gift Membership Book Credits will be immediately available to use on hardcover books and audiobooks, and will be valid until the following expiration dates: (a) for the 3-month Gift, one Book Credit will expire in each of months 13 through 15; (b) for the 6-month Gift, one Book Credit will expire in each of months 13 through 18; and (c) for the 12-month Gift, one Book Credit will expire in each of months 13 through 24. Regardless of Book Credit expirations, all other membership benefits shall be available to the recipient during the term of the recipient's membership.

Gift Memberships do not automatically renew and will expire at the end of the membership term unless the gift recipient expressly chooses a renewal plan and enters a valid credit card. Gifts given to pre-existing members will be added to the end of that member's current membership term. The Dispute Resolution requirements of these Terms survive the expiration of Gift Memberships. Any disputes regarding or arising out of gift memberships are governed by the Dispute Resolution requirements of these Terms.

Annual memberships

From time to time, we may offer an Annual Membership option, which includes the membership benefits set forth above (including an initial 12 Book Credits to be used on hardcover books and audiobooks). If you enroll as an Annual Member: (a) your initial term of membership shall be 24 months; (b) all 12 Book Credits will be available in your account upon joining; and (c) one Book Credit will expire in each of months 13 through 24 if not previously redeemed. Regardless of Book Credit expirations, all other membership benefits shall be available to you during the term of your membership. Your Annual Membership will renew on your annual renewal date (approximately 12 months from enrollment) unless you cancel prior to this date in accordance with the terms hereof. If you use all 12 Book Credits prior to your annual renewal month, your membership will renew in the same month that you use your last credit. The Dispute Resolution requirements of these Terms survive the expiration of Annual Memberships. Any disputes regarding or arising out of Annual Memberships are governed by the Dispute Resolution requirements of these Terms.

Monthly+ plan

The Monthly+ plan works similarly to the Monthly plan, except that we will renew you each month to maintain a minimum of 2 credits on your account. The automatic renewal feature will renew your account as follows: If you skip the month and make no other purchases, you will not be renewed. Otherwise, if you have 0 credits you will be renewed for two credits and if you have 1 or more credits you will be renewed for 1 credit.

14. Loyalty Rewards Program

Book of the Month operates a loyalty rewards program that recognizes and rewards long term members with additional gifts and benefits. Under our loyalty rewards program (called "Relationship Status"), you will qualify for "Friend" benefits upon shipping your third box in a single continuous membership, and you will qualify for "BFF" benefits after you ship 12 boxes in a single continuous membership. Skipping months or pausing your membership will not affect your progress or Relationship Status standing; however, if you cancel your membership and later rejoin, your progress or status will reset from the beginning. You can find information about the current benefits of our loyalty rewards program on the appropriate page on our site, and see your progress and status by visiting that page while logged in.

Loyalty rewards progress and status cannot be transferred between accounts or between members. Loyalty rewards progress and status cannot be bartered, exchanged or sold, and have no cash value. We reserve the right in our sole discretion at any time and without prior notice to you, to add to, remove or otherwise change the terms applicable to our loyalty rewards program. Such changes may include, without limitation, how you achieve Relationship Status tiers and what the perks of such tiers are from time to time.

15. Refer-A-Friend

When you invite friends to enroll in *Book of the Month*, you will receive 1 free Book Credit for every friend who enrolls in *Book of the Month* (this offer specifically excludes returning or existing members). You will only receive a free Book Credit if your friend(s) enroll(s) as a result of an invitation from you via an authorized referral method. If your friend does not click on the personal referral link in their invite email or other invite mechanism, i.e., via a post on social media to accept your invitation, you will not receive a free Book Credit.

If two people refer the same friend, the friend who sent the referral link that is used to create the new member's account will be considered the referring friend, regardless of which referral link was sent to the new member first. There is a limit of one free Book Credit per new email address that is registered on *Book of the Month*.

You may not use SPAM or send unsolicited emails to people you don't personally know to collect free Book Credits and you may not collect free Book Credits by posting on message boards or other online venues in violation of such venues' terms of use.

Book Credits earned from the Refer-A-Friend program are subject to the terms and conditions contained in the "About Book Credits" section above. We reserve the right in our sole discretion at any time and without prior notice to you, to add to, remove or otherwise change the terms applicable to the Refer a Friend program.

16. Cancellation and refund policy

If you are not completely satisfied with your membership, you may cancel it at any time by calling 1-888-784-2670; however, if your enrollment offer included a commitment for you to renew at least one time at the prevailing renewal price, you may not cancel until after you have been renewed at least one time. After your first renewal, you can cancel at any time.

As noted in the "About Book Credits" section, Book Credits are not payment instruments, and you have no vested property right or interest in them. Book Credits have no cash value and are non-refundable. Membership fees may be refunded under the following circumstances:

Monthly memberships: If you have shipped either 0 or 1 boxes from the Site, you may request a refund for unused membership fees charged within the 90 days prior to the date you contact customer service. After you have shipped 2 or more boxes from the Site, we will not offer any refunds.

Annual memberships: If you have shipped either 0 or 1 boxes from the Site, you may request a refund for unused membership fees charged within the 30 days prior to the date you contact customer service. If you have shipped 2 or more boxes from the Site, we will not offer any refunds.

Gifts: Unredeemed gifts are only refundable when requested by the gift purchaser within 180 days of the purchase. We will only issue refunds through the original payment method. Redeemed gifts are non-refundable.

17. Personal information deletion

If you wish to verify, correct, or update your information in your BOTM account, you may visit your Account Page on our site or in the app. If you would like to request that BOTM delete all of your personal information, please email us at privacy@bookofthemonth.com or visit the App Settings page in the app and follow the instructions. You must cancel your membership before we can delete your personal information. We will send you an email confirming your request upon completion. In some cases, we may need to contact you to verify your identity before deletion.

18. Returns

If you receive a damaged or defective book or other merchandise, please call our toll-free number at 1-888-784-2670 within 30 days of the original date of shipment to request a replacement. If a replacement copy is not available, your BOTM membership will be extended by one month and you will be issued a replacement Book Credit. No refunds will be issued for books, including damaged or defective books.

19. Sales Tax

Book of the Month is required to collect sales tax when applicable.

20. Payment options

The credit/debit card you provide will be used for all future purchases and charges, including membership renewals. You must keep a valid credit/debit card on file during the term of your membership and you must keep us up-to-date with accurate member information, including your name, address, credit/debit card number and expiration date. You agree that we may update your information with information your bank or credit card issuer may supply.

Once you become a member, if you wish to change your credit/debit card, just visit the Payment Info page in the account section of our website. We will continue to apply your payments under this payment method unless you change your payment preference in the account section of the website, notify us through Member Services to change your billing preference, or your bank or credit card issuer supplies new information. We accept payment by credit/debit card (i.e., American Express, VISA, Discover, and MasterCard).

If we cannot process a charge to your card (for example, the card has expired or we cannot obtain authorization from your card issuer), then for your convenience, we will attempt to charge any other credit/debit card that you have placed on file with us, in order to prevent disruption of your membership. We are not responsible for any fees or charges that your bank or credit/debit card issuer may apply.

If your credit card issuer reverses a charge to your credit card, we may cancel your membership and suspend fulfillment of your orders until payment is provided. Alternatively, we may also seek payment by another method through a mailed statement. We may report information about your account to credit bureaus.

21. Geographical limitations

Book of the Month is only available to members with shipping addresses in the United States.

22. Promotions

As part of your membership, we may include additional items in your monthly box at no cost to you. Such items may include bookmarks, notecards, and other promotional items. We reserve the right to change the additional items included in monthly boxes from time to time without prior notice to you. Book of the Month Club books may differ in certain respects from publisher editions and may feature customized cover designs. We may also include in your box promotional offers from affiliates or third-party entities from time to time.

23. For personal use only

All products purchased through *Book of the Month* are intended for personal use only and not for resale or any other commercial purpose. We reserve the right to cancel the account of any member suspected of violating this requirement and may limit the number of copies/titles that may be ordered on any account.

24. Online discussions and social media

Any communication or material you post on the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by *Book of the Month* or its affiliates for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. *Book of the Month* is free to use any ideas, concepts, know-how or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products using such information. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. *Book of the Month* reserves the right to remove any content posted at any time at its sole discretion. *Book of the Month* will fully cooperate with any law enforcement authorities or court order requesting or directing *Book of the Month* to disclose the identity of anyone posting such information or materials.

You agree that you will use this Site in accordance with all applicable United States federal, state and local laws, statutes, regulations, and ordinances and will not take any action that harms or violates the rights of any person or entity.

25. Leaving a review

We love hearing from our members and invite you to share your honest opinions about the books you read. Reviews should focus on the book you are reviewing and should not be about ordering, shipping/delivery, product availability or other customer service or inventory issues. For those concerns, please email our member services team so that we can quickly resolve the issue. Reviews may get reviewed, excluded, or removed if they violate our Terms of Service or contain any of the following content:

- Hate speech, profanity, inappropriate comments, discriminatory language, defamatory language, or any other language not appropriate for a public forum.
- Incomprehensible content.
- Spam or advertisements, including any links to other sites.
- Reviews unrelated to the book or product you are reviewing.
- Personal information, such as address or phone number.
- Content or materials which you do not own or for which you have not secured all necessary rights.

We reserve the right to either not publish a review or remove a review at any time and for any reason, with or without notice, including for the reasons outlined above. All reviews will be monitored in accordance with these guidelines and removed only at our best discretion.

26. Changes to membership / Acceptance of terms of service

We're always looking at ways to improve your membership experience. Accordingly, please note that *Book of the Month* services, promotions, policies, benefits, charges, programs, and Terms are subject to change at any time. Please check here periodically for updates. We will notify you in advance of substantive changes, either via email or via our Site. By enrolling and continuing to use or purchase products from this Site and/or continuing your membership, you accept and agree to the Terms and any changes so long as they are promptly posted on the Site or emailed to the email account we have on record for you. If you do not wish to be bound by any revisions to these Terms, please do not use this Site or the Company's services and immediately cancel your membership if you have one by calling 1-888-784-2670.

27. Trademarks

The trademarks, logos, and service marks (the "Trademarks") displayed on the Site, unless otherwise specified, are either the registered and unregistered trademarks of *Book of the Month's* parent entity or used under license. Nothing contained in the Site should be construed as granting by implication or otherwise, any license or right to use any Trademark displayed in the Site without the written permission of *Book of the Month* or any third party that may own the Trademarks displayed on the Site. Your misuse of the Trademarks displayed on the Site, or any other content on the Site, is strictly prohibited. You are hereby also advised that *Book of the Month* will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

28. Ownership

Everything you see or read on the Site is copyrighted unless otherwise noted and may not be used except as provided for in these terms and conditions or in the text of the Site without the express permission of *Book of the Month* which neither warrants nor represents that your use of materials displayed on the Site will not infringe the rights of third parties not owned or affiliated with *Book of the Month*. You may only download material displayed on the Site for non-commercial, personal use provided you also retain all copyright, trademark and other proprietary notices contained in the material. It is strictly prohibited to modify, transmit, distribute, reuse, re-post, "frame" or use the content of the Site for public or commercial purposes, including the text, images, audio and/or video without *Book of the Month's* written permission. It is strictly prohibited to download the images of the products for sale within this site.

29. Intellectual property, privacy, and publicity

Images of people or places displayed in this Site are either the property of, or used with permission by *Book of the Month*. The use of these images by you, or anyone authorized by you, is prohibited unless specifically permitted by these terms and conditions or specific permission provided elsewhere on the Site or you secure the necessary permission from the rights holder. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

30. Confidentiality

Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by *Book of the Month* or its affiliates for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. *Book of the Month* is free to use any ideas, concepts, know-how or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products using such information. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or

encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. *Book of the Month* reserves the right to remove any content posted at any time at its sole discretion. *Book of the Month* will fully cooperate with any law enforcement authorities or court order requesting or directing *Book of the Month* to disclose the identity of anyone posting such information or materials.

31. Security

We maintain physical, electronic, and procedural safeguards that meet or exceed industry standards to guard your nonpublic personal information. We protect your account information by placing it on a secure portion of our Website, using firewalls and other security technology to protect our network and systems from external attacks, and requiring you to enter a unique username and password to access your account information online. Also, our servers have been enabled with Secure Sockets Layer (SSL) technology to prevent unauthorized parties from viewing the nonpublic personal information that you provide or access during a secure session (look for the padlock icon on your browser).

32. Digital Millennium Copyright Act (public law 105-304) website policy and procedures for compliance

In accordance with the Digital Millennium Copyright Act, this Site has adopted a policy toward copyright infringement on its book club website. In furtherance of this policy, this Site will block access to and/or remove any material that it believes in good faith to be copyrighted material that has been illegally copied and submitted to our Site. This policy shall cover all aspects of the Site, including but not limited to author chats, images, graphics, book reviews, and all member-generated content posted on any portion of our Sites.

33. Accuracy

While *Book of the Month* uses reasonable efforts to include accurate and up-to-date information on the Site, *Book of the Month* makes no warranties or representations as to its accuracy, nor does *Book of the Month* assume any liability or responsibility for any errors in the content of the Site.

34. Damages and warranties

Your use of and browsing in the Site are at your own risk. Neither *Book of the Month* nor any other party involved in creating, producing, or delivering the Site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to or use of the Site. Without limitation, everything on the Site is provided to you "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Note that some jurisdictions, like New Jersey, may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

35. Dispute Resolution – Agreement to Arbitrate

We hold our relationship with customers in highest regard. BOTM is committed to resolving all disputes in a fair, effective, and cost-efficient manner through our Member Services team at 1-877-236-8540. On occasion, a third party may be necessary to help us resolve our disputes.

YOU AND BOTM AGREE THAT ALL DISPUTES BETWEEN YOU AND BOTM THAT ARE NOT RESOLVED INFORMALLY SHALL BE RESOLVED ON AN INDIVIDUAL BASIS THROUGH BINDING ARBITRATION OR IN SMALL CLAIMS COURT ONLY. YOU AND BOTM WAIVE ANY RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS OR CONSOLIDATED ACTION OF ANY KIND.

(a) Disputes Covered. You and BOTM agree that this arbitration agreement covers all concerns, complaints, demands for relief, disputes, and claims of any kind and in the broadest possible sense that may arise between you and BOTM (each a "Dispute," and, collectively, the "Disputes"). Disputes include those arising out of or related in any way to these Terms, including BOTM's privacy policy; the operation and content of the Site; your use of the Site; communications and interactions between you and BOTM; promotions by BOTM; and all purchases of, requests for,

and uses by you of all products and services offered by BOTM, including memberships. You and BOTM further agree that this mutual obligation to arbitrate encompasses, but is not limited to, statutory, regulatory, constitutional, and common law Disputes, including, but not limited to, those involving allegations of negligence and intentional wrongdoing (including fraud and misrepresentation) and tax controversies.

(b) Persons and Entities Covered. You and BOTM agree that this arbitration agreement applies to all agents, attorneys, contractors, subcontractors, service providers, employees, and all others acting for, or on behalf of, you and BOTM, or under your or BOTM's direction or control, and all companies affiliated with BOTM (including, but not limited to, parents, subsidiaries, and sibling corporations, if any). This arbitration agreement is binding not only on you and BOTM, but also your and BOTM's respective heirs, successors, and assigns.

(c) Governing Law for Dispute Resolution. You and BOTM agree that all arbitrations between you and BOTM under this agreement are governed by the Federal Arbitration Act ("FAA") and federal law, notwithstanding any state or local laws, or the laws of other countries, concerning or purporting to place limits on the availability or scope of arbitration or imposing obligations greater than, or inconsistent with, the FAA. In all other respects, the laws of the State of New York shall control to the fullest extent permitted, without giving effect to any principles that provide for the application of the laws of another jurisdiction, but only to the extent that the laws of New York are consistent with the FAA.

(d) The Informal Settlement Process. Before you or BOTM can file a claim in arbitration or small claims court, you and BOTM are each required first to participate in an informal settlement process for a period of sixty (60) days. To initiate the informal settlement process, the claiming party must send to the other party a short, written statement (a "Claim Statement") providing the claimant's name and address; explaining the Dispute in sufficient detail for the other party to understand and investigate it; and a presenting a proposal for resolving it (including any amount of money being claimed and how that amount was calculated). You agree to send Claim Statements by email to member.services@bookofthemonth.com or by certified mail, return receipt requested to Book of the Month, 34 w 27th street, 10th Floor, New York, NY, 10001. You and BOTM will then attempt in good faith to resolve each Dispute described in the Claim Statement for sixty (60) days. Once the sixty (60) day period has ended, you and BOTM may then pursue unresolved Disputes either in small claims court or through an individual arbitration. Any applicable statutes of limitations will be suspended for the sixty (60) day settlement period.

(e) Arbitration Rules and Requirements. While there is no judge or jury in an arbitration, the arbitrator has the power to hear and resolve all claims and to award all the relief that a court can award to an individual litigant and must interpret and apply this agreement as a court would. However, the arbitrator shall only have the power to award a public injunction only if required to possess such power by applicable law. To the extent that any cause of action or claim for relief (including requests for public injunctions) cannot for any reason be addressed in arbitration, you and BOTM agree that any court proceedings shall be stayed pending the final resolution in arbitration of all arbitrable causes of action and claims for relief, and the results of arbitration shall be binding on the parties in those court proceedings.

To the fullest extent permitted by law, the arbitrator shall have to sole authority to resolve disagreements between you and BOTM concerning or related to the formation, legality, interpretation, and enforceability of this agreement, the scope of the arbitration agreement, the applicability of this agreement to you and BOTM, the arbitrability of any Dispute arising between you and BOTM, and the rules applicable to any arbitration (including the Mass Arbitration rules, described below). Any court of competent jurisdiction will have the authority to enforce these arbitration requirements and, if necessary, enjoin the filing or prosecution of any arbitrations and the assessment of fees by the American Arbitration Association ("AAA") or any other organization, arbitrator, or mediator in a manner inconsistent with this agreement.

(1) General Arbitration Rules. The arbitration process and dispute resolution process will differ depending on whether your claim is pursued individually or as part of a Mass Arbitration (which is defined below). For Mass Arbitrations (defined below), in the event of any conflict between these General Arbitration Rules and the Mass Arbitration Rules set forth below, the Mass Arbitration Rules will control.

All arbitrations shall be before a single arbitrator. Except as provided for in the Mass Arbitration Rules, below, arbitrations involving consumer Disputes shall be governed by this agreement and the then-current AAA Consumer Arbitration Rules and the AAA Consumer Due Process Protocol, which you can find here: www.adr.org/consumer. All other arbitrations shall be governed by this agreement and the then-current AAA Commercial Arbitration Rules and the AAA Optional Appellate Rules, which you can find here: www.adr.org/commercial. To the extent there is a conflict between this agreement and any applicable AAA rules and protocols, this agreement shall control except to the limited extent necessary to preserve the mutual obligation to arbitrate Disputes on an individual basis.

Disputes that involve an individual claim for less than \$25,000 (US) in actual or statutory damages (but not including any amounts claimed for attorneys' fees and incidental, consequential, punitive, or exemplary damages, and excluding any damage multipliers), must be resolved exclusively through binding non-appearance-based arbitration based solely on the written submissions of the parties, including affidavits. All other arbitrations will be conducted, at your election, either by telephone, online, or based solely on written submissions, including affidavits, and will not involve any personal appearances by parties or witnesses unless you and BOTM agree otherwise. Judgment on an arbitrator's award may be entered in any court that has jurisdiction to do so.

Except as provided for in the Mass Arbitration Rules, below, the AAA shall be the arbitration administrator. To begin an arbitration proceeding, the party initiating the arbitration must send a letter requesting arbitration and describing the Dispute(s) to the American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, or by filing such a request online through the AAA's website: www.adr.org/Support.

For requests for arbitration initiated against BOTM, a copy of the arbitration request shall also be sent to BOTM by email to member.services@bookofthemonth.com or by certified mail, return receipt requested to Book of the Month, 34 w 27th street, 10th Floor, New York, NY, 10001.

If the AAA is, for any reason, unavailable, unable, or unwilling to administer any arbitration which it is required to administer under these rules, you and BOTM shall negotiate in good faith on the substitution of another organization or individual to handle the arbitration in a manner that is consistent with the requirements of our arbitration agreement. If such an alternative cannot be agreed upon, you or BOTM may petition a court of competent jurisdiction to appoint an organization or individual to conduct the arbitration in a manner consistent with the requirements of this agreement.

(2) Mass Arbitration Rules. If and only if twenty-five (25) or more consumers (each a "Mass Arbitration claimant") or their lawyers file, threaten to file, or indicate an intention to file demands for arbitration against BOTM raising substantially identical Disputes, and counsel for the claimants are the same or coordinated across such Disputes (a "Mass Arbitration"), these special rules shall apply (the "Mass Arbitration Rules"). In the case of a Mass Arbitration, to the extent there is a conflict between these Mass Arbitration Rules and any other provisions of the Terms, these Mass Arbitration Rules will control. In the event of a Mass Arbitration, applicable statutes of limitation shall be suspended until the mediation described below, required for all Mass Arbitration claimants, has ended.

Before proceeding to arbitration and mediation, each Mass Arbitration claimant must first complete the informal settlement process. Counsel for claimants and BOTM shall agree to the submission of a single Claim Statement for all Mass Arbitration claimants, but only if that Claim Statement identifies all Mass Arbitration claimants by name and mailing address. Once the sixty (60) day informal settlement process has ended for all Mass Arbitration claimants, counsel for the Mass Arbitration claimants and BOTM's counsel shall each select five (5) Mass Arbitration claimants for bellwether arbitrations (ten (10) in total) to be each promptly decided individually as a bellwether arbitration conducted pursuant to the General Arbitration Rules, with each case assigned to a separate arbitrator. Each bellwether arbitration shall be completed within one-hundred-twenty (120) days. In the meantime, no other demands for

arbitration may be filed, processed, or in any way deemed filed by the arbitration administrator or arbitrator, but instead shall be stayed until the ten (10) bellwether arbitrations and the subsequent mediation process required by the Mass Arbitration Rules (and described below) has ended. No fees or arbitrator compensation shall be assessed regarding such stayed cases while the bellwether arbitrations are arbitrated and until the mediation required by the Mass Arbitration Rules has ended.

Upon the resolution of the bellwether cases, counsel for BOTM and counsel for the Mass Arbitration claimants shall participate promptly and in good faith in non-binding confidential mediation for a period of sixty (60) days in a good faith effort to resolve all the Disputes of the Mass Arbitration claimants. This mediation shall be conducted by the AAA under the then-current [Mediation Procedures of the AAA](#).

If the bellwether arbitrations and the subsequent mediation are unsuccessful in resolving the Disputes of all Mass Arbitration claimants, then, after the conclusion of the bellwether arbitrations and mediation, those Mass Arbitration claimants whose Disputes have not been resolved must resolve those Disputes on an individual basis with FairClaims, Inc. ("FairClaims") only (and not with AAA or any other arbitration or organization or arbitrator), www.fairclaims.com, exclusively under FairClaims's then-current [Small Claims Rules & Procedures](#). If any Mass Arbitration claimants have arbitrations pending with organizations or arbitrators other than FairClaims, they shall promptly dismiss such claims without prejudice. To the extent that any cause of action or claim for relief (including requests for public injunctions) cannot for any reason be addressed in arbitration with FairClaims, you and BOTM agree that any court proceedings shall be stayed pending the final resolution in arbitration of all arbitrable causes of action and claims for relief, and the results of arbitration shall be binding on the parties in those court proceedings. The informal dispute resolution process, the bellwether arbitrations, and mediation must be completed before individual arbitrations may be commenced under this paragraph.

(f) No Class Actions. You and BOTM agree that all Disputes must be resolved on an individual basis only. This means that in such circumstances: (a) neither you nor BOTM can bring a claim as a plaintiff or class member in a class action, consolidated action, or representative action; (b) an arbitrator cannot combine multiple claimant's claims into a single case (or preside over any consolidated, class, or representative action); and (c) an arbitrator's decision or award in one person's case can only decide the Disputes of that claimant, not other claimants. Nothing in this section is intended to limit the relief available to either you as an individual or BOTM in arbitration or small claims court, including equitable relief to the extent that an arbitrator is required to make such relief available by applicable law. Nor does anything in this section limit your or BOTM's rights to resolve a Dispute by mutual agreement through a class-wide settlement of claims whether through mediation or otherwise.

(g) Fees and Costs. You and BOTM will each bear their own costs and attorneys' fees in the event of a Dispute, provided, however, that either party may recover attorneys' and arbitral fees and costs to the extent permitted by applicable law or under applicable arbitration rules. If an arbitrator determines that an arbitration has been brought in bad faith, for an improper purpose, or to exert unfair pressure greatly disproportionate to the harm alleged, or that the demand was entirely frivolous, the arbitrator may, if fairness requires it, award costs, arbitration fees, and attorneys' fees to the party defending itself in connection with any such Disputes.

(h) Rules of Construction. The requirements of the Terms related to dispute resolution shall be interpreted, to the maximum extent permitted by law, to facilitate the resolution of all Disputes in arbitration in a way that is cost-effective to all parties.

(i) Severability. If for any reason any provision of the Terms related to dispute resolution shall be held to be unenforceable, the remaining provisions of the Terms shall remain in effect to the maximum extent permitted by law in a manner that facilitates resolution of Disputes in arbitration in a way that is cost effective to all parties. To the extent that any provision of the Terms is found to be inconsistent with rights, duties, and requirements of the arbitration agreement, or where the application of such a provision would change or render unenforceable any provision of the arbitration agreement, such provision shall be null, void, and of no effect for purposes of dispute resolution and the dispute resolution provisions shall control.

(j) Survival. All provisions of the Terms relating to dispute resolution shall survive the termination, cancellation, or expiration of the Terms or of your customer relationship with BOTM.

(k) Right to Opt-Out. If you do not wish to be bound by the arbitration and class-action waiver provisions in this dispute resolution section, you must notify us in writing within thirty (30) days of the date that you first accept these Terms. Your written notification must be mailed to us at the following address Book of the Month, 34 w 27th street, 10th Floor, New York, NY, 10001 or emailed to us at member.services@bookofthemonth.com. If you do not notify us in accordance with this paragraph, you agree to be bound by the terms of this Disputes section, including, without limitation, the arbitration and class-action waiver provisions. Opting out has no effect on your and BOTM's other rights and obligations set forth in the Terms.

36. Choice of Law

The laws of the State of New York shall control to the fullest extent permitted, without giving effect to any principles that provide for the application of the laws of another jurisdiction, but only to the extent that the laws of New York are consistent with the Federal Arbitration Act.

37. Links

BOTM has not reviewed all of the sites linked to the Site, is not responsible for the content of any off-Site pages or any other sites linked to the Site. Your linking to any other off-Site pages or other sites is at your own risk and the fact that there is a link to the BOTM site should not be construed as an endorsement of either the linked Site's content or sponsors.

This policy is effective as of: September 15th, 2022