

Terms of Use

Effective Date of Terms of Use: March 2, 2018

These Terms of Use apply to this website, <http://www.getunderlined.com/>, however accessed and/or used, that is operated or otherwise made available by Penguin Random House LLC (referred to herein as the “Site”). PENGUIN RANDOM HOUSE LLC (“PRH”, “WE”, “US”, OR “OUR”) RESERVES THE RIGHT, AT OUR DISCRETION, TO CHANGE, MODIFY, ADD, OR REMOVE PORTIONS OF THESE TERMS OF USE AT ANY TIME. PLEASE CHECK THESE TERMS OF USE PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF THE SITE FOLLOWING THE POSTING OF CHANGES TO THESE TERMS OF USE WILL MEAN YOU ACCEPT THOSE CHANGES. Additional terms and conditions may apply to the purchase of products, such as shipping and return policies (e.g., <http://www.randomhouse.com/about/faq/>).

This is a legal agreement between you (“you” or “user”) and us and states the material terms and conditions that govern your use of the Site. This agreement, together with all updates, supplements, additional terms, and all of PRH’s rules and policies collectively constitute and shall be referred to as the “Agreement” between you and PRH. BY ACCESSING THE SITE, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF SERVICE AND CONDITIONS OF USE STATED HEREIN, PLEASE IMMEDIATELY LEAVE THIS SITE.

Copyright and Ownership

The Site is owned and operated by PRH and its affiliates and vendors. Except with respect to User Submissions (as defined below), all of the content featured, displayed or offered for sale on the Site, including, but not limited to, text, graphics, photographs, images, moving images, sound, illustrations, software and any other content (collectively, the “Content”), is owned by PRH, its licensors, vendors and/or its content providers. All elements of the Site, including but not limited to the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. The Site may only be used for the intended purpose for which such Site is being made available. Except as may be otherwise indicated in specific documents within the Site, you are authorized to view, play, print and download documents, audio and video found on our Site for personal, informational, and noncommercial purposes only. Except with respect to your User Submissions (as defined below), you may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Site. Except as permitted under applicable copyright laws, you are responsible for obtaining permission before re-using any copyrighted material that is available on the Site. For purposes of these terms, the use of any such material on any other website or networked computer environment is prohibited. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site. The Site, the Content and all related rights shall remain the exclusive property of PRH and its licensors unless otherwise expressly agreed in writing. You will not remove any copyright, trademark or other proprietary notices from material found on the Site.

Site Access License

PRH grants you a limited, revocable, non-exclusive, non-transferable license to access and make

personal, noncommercial use of the Site or its Content and not to download (other than page caching or unless otherwise allowed by PRH or permitted by law) or modify all or any portion of the Site and its Content. This license does not include any re-sale or commercial use of the Site or its Content; any collection and use of any product listings, descriptions, or prices; any derivative use of the Site or its Content; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. The Site and/or any portion of the Site or its Content may not be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any commercial purpose without PRH's express prior written consent. You shall not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of PRH, its content providers or its affiliates without express prior written consent. You shall not use any meta tags or any other "hidden text" utilizing our name or trademarks without our express prior written consent. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iii) bypass any measures we may use to prevent or restrict access to the Site. Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you.

Corporate Identification & Trademarks

All of our trademarks, service marks and trade names used herein (including but not limited to the corporate names and logos of PRH and its publishing divisions and imprints, names and designs of the Site, and any logos) are trademarks or registered trademarks of PRH or its affiliates, partners, vendors or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify such trademarks in any way, including in advertising or publicity pertaining to distribution of materials on the Site, without PRH's express prior written consent. The use of our trademarks on any other website or network computer environment is not allowed. You are granted a limited, revocable, non-exclusive, non-transferable right to create a link to any page of the Site so long as the link does not portray us, our content providers, our licensors, our affiliates, or our products or services in a false, misleading, derogatory or otherwise offensive manner. You may not use any PRH logo or other proprietary graphic or trademark as part of the link without express written permission. Except as expressly stated herein, no rights or licenses are granted hereunder.

Links to Third Parties & No Endorsement

The Site contains links to other websites controlled by third parties. These links are provided solely as a convenience to you and do not imply endorsement by PRH of, or any affiliation with, or endorsement by, the owner of the linked site. PRH is not responsible for the contents or use of any linked site, or any consequence of making the link. The Site may also include a tool that allows you to sign in or register using information from your account with a third party service (*e.g.*, Facebook, Twitter). These third party services are unrelated to the Site, and your use of such third party services is subject to the terms and policies of those services.

You shall not use PRH's name or any language, pictures or symbols which could, in PRH's judgment, imply PRH's endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.

Fees

For all charges for any products and services sold on the Site, PRH or its vendors or agents will bill your credit card or an alternative payment method. When you provide credit card information to us or our vendors, you represent to us that you are the authorized user of the credit card that is used to pay for the products and services. In the event legal action is necessary to collect on balances due, you agree to reimburse PRH and its vendors or agents for all expenses incurred to recover sums due, including attorney's fees and other legal expenses. You are responsible for purchase of, and payment of charges for, all Internet access services and telecommunications services needed for use of the Site.

Privacy Policy

Data collection and use, including data collection and use of personal information is governed by PRH's [Privacy Policy](#) which is incorporated into and is a part of this Agreement.

User Submissions

This Site allows users to submit their original writing and other content (*e.g.*, postings to forums, comments on content, participation in communities) that they have created for consideration in connection with the Site and any related programs ("User Submissions"). User Submissions remain the intellectual property of the user and you retain all ownership rights in your User Submissions. In order for PRH to make the User Submissions available on the Site, you agree that, by posting your User Submissions on the Site, you grant to PRH a non-exclusive, limited, revocable, royalty-free, fully paid-up worldwide, transferable, right to use, reproduce, modify, create derivative works from, distribute, transmit, perform and display such content and your name, voice, and/or likeness as contained in your User Submission, in whole or in part, solely on the Site. This license also grants PRH the right to sublicense your User Submissions to other users of the Site to permit their use of those User Submissions in the manner in which the Site from time to time permits User Submissions to be used (*e.g.*, sharing, reviewing and commenting on User Submissions). The above license granted by you in User Submissions will terminate within a commercially reasonable time after you remove or delete your User Submissions from the Site. We may refuse or remove User Submissions for any reason and without notice. All User Submissions are deemed non-confidential and PRH shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission. Notwithstanding anything to the contrary herein, PRH shall not modify the terms of this paragraph without providing notice to users.

By submitting any User Submissions, you consent to the following rules:

- User Submissions must not infringe on the copyright, trademark, patent or other intellectual property right of any third party. If your User Submission is not your original work, you must obtain all necessary permissions from any persons who contributed to or otherwise may

control rights in all or part of the User Submission to submit the User Submission in accordance with these Terms.

- User Submissions must not violate a third party's right to privacy or publicity. You must obtain all necessary permissions from any individuals identified in or implicated by your User Submission, including those shown in photographic content, and, in the case of minors, also from their parents or legal guardians, as appropriate.
- User Submissions should relate to the content on the Site and should be intended to add to the discussion and community on the Site.
- User Submissions must be respectful of others. Epithets or other language or material intended to intimidate or to incite violence are strictly prohibited. Your User Submission may not include any negative comments that are connected to race, national origin, gender, sexual orientation or physical handicap or that are defamatory, slanderous, indecent, obscene, pornographic or sexually explicit.
- User Submissions may not contain any commercial material. You may not solicit funds, promote commercial entities or otherwise engage in commercial activity through your User Submission. Soliciting other users to join or become members of any commercial online service or other organization is expressly prohibited.
- Do not impersonate any other person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity.
- Remember that forums and other areas of the Site are public. Do not post personal information (*e.g.*, full name, password, phone number, address, email address or other personally identifiable information or contact information) in these areas.

All User Submissions must comply with these rules and any additional guidelines posted on the Site, as applicable. User Submissions do not represent the views of PRH or any individual associated with PRH, and we do not control this content. In no event shall you represent or suggest, directly or indirectly, PRH's endorsement of User Submissions. PRH does not vouch for the accuracy or credibility of any User Submissions, and does not take any responsibility or assume any liability for any actions you may take as a result of reading User Submissions on the Site. Through your use of the Site, you may be exposed to Content and User Submissions that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using the Site, you assume all associated risks.

Removal of User Submissions

We will not monitor, edit, or disclose the contents of a user's email unless required in the course of normal maintenance of the Site and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on PRH or the Site; (2) protect and defend the rights or property of PRH, the Site, or the users of PRH; or (3) act in an emergency to protect the personal safety of our guests, the Site, or the public. Users shall remain solely responsible for the content of their messages and PRH shall have no obligation to pre-screen any such content. However, we shall have the right in our sole discretion to edit, refuse to post or remove any material submitted to or posted on the Site. Without limiting the foregoing, we shall have the right to remove any material that we find to be in violation of the provisions hereof or

otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Terms of Use access to the Site.

In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials from the Site. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

Account Registration and Security

If you decide to register as a member of a Site, you may receive or establish one or more user names, passwords and accounts. In consideration of use of your registration, you will: (a) provide true, accurate, current and complete information about yourself as prompted by the applicable registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or PRH has grounds to suspect that such information is untrue, inaccurate, not current or incomplete, PRH has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). You are entirely responsible for the security and confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the registration and Site. We have the right to provide user billing, account, content or user records, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas, or warrants, or to protect our rights, customers or business) to third parties.

Representations and Warranties

You shall be solely responsible for your own User Submissions, your use of your registration and the consequences of posting or publishing or participating in the Site. In connection with User Submissions and your use of the Site, you affirm, represent and warrant the following: (i) you are over the legal age to contract (or your parent or guardian has consented to your User Submission and your use of the Site) and have the right and authority to enter into this Agreement, and are fully able and competent to satisfy the terms, conditions and obligations herein; (ii) you have obtained all consents, and possess all copyright, patent, trademark, trade secret and any other proprietary rights, or the necessary licenses thereto, to grant the licenses herein; (iii) if necessary you have the written consent of each and every identifiable natural person in the User Submission to use such persons name or likeness in the manner contemplated by the Site and these Terms of Use, and each such person has released you from any liability that may arise in relation to such use; (iv) you have read, understood, agree with, and will abide by the terms of this Agreement; (v) the User Submission and PRH's use thereof as contemplated by these terms and the Site will not infringe any rights of any third party, including but not limited to any intellectual property rights, privacy rights and rights of publicity; (vi) the User Submissions do and

will not contain: (a) material falsehoods or misrepresentations that could harm PRH or any third party; (b) content that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing or encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; (c) advertisements or solicitations of business; or (d) impersonations of third parties, other than those which are readily apparent and not otherwise in violation of these Terms of Use.

Termination

PRH may suspend or terminate any user's access to all or any part of the Site including any account thereon, without notice, for any reason in PRH's sole discretion, including without limitation PRH's belief that such access would violate any applicable law or would be harmful to the interests of PRH or another user. Upon termination, you will lose access to the Site and all Content thereon. The obligations that you have to PRH under these Terms of Use will continue even after we suspend or terminate your access to the Site.

Release

In the event that you have a dispute with one or more other users of the Site, you release PRH (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Disclaimer & Limitation of Liability

Your use of and browsing of the Site are at your own risk. EXCEPT AS OTHERWISE PROVIDED ABOVE, EVERYTHING ON THE SITE, INCLUDING ANY PRODUCTS OR SERVICES OFFERED FOR SALE, IS PROVIDED "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, AND NONINFRINGEMENT. PRH MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE INFORMATION OR CONTENT CONTAINED ON THE SITE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY AS TO THE SUITABILITY, RELIABILITY, TIMELINESS OR ACCURACY OF THE INFORMATION OR CONTENT CONTAINED ON THE SITE FOR ANY PURPOSE. PRH DOES NOT WARRANT THAT THE FUNCTIONALITIES CONTAINED IN THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PRH DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENTS IN THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT PRH) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

UNDER NO CIRCUMSTANCES SHALL PRH OR ANY OF ITS VENDORS BE LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SITE, INCLUDING BUT NOT LIMITED TO RELIANCE BY A USER ON ANY INFORMATION OR CONTENT OBTAINED FROM THE SITE THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES,

DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO PRH'S RECORDS, PROGRAMS, OR SERVICES, OR OTHERWISE. USER HEREBY ACKNOWLEDGES THAT THIS DISCLAIMER AND LIMITATION OF LIABILITY SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE SITE.

IN NO EVENT SHALL PRH OR ANY AFFILIATED PRH ENTITY OR INDIVIDUAL, LICENSOR OR VENDOR BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE SITE OR THE CONTENT THEREON, WHETHER IN A CONTRACT ACTION OR BASED ON NEGLIGENCE, OR OTHER TORT ACTION, OR ANY OTHER CLAIM WHATSOEVER, EVEN IF PRH OR A PRH AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL PRH'S AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE ARISING OUT OF THE AGREEMENT AND YOUR USE OF THE SITE AND THE CONTENT EXCEED THE AMOUNT PAID BY YOU FOR ANY CONTENT PURCHASED BY YOU ON THE SITE OR THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE.

Indemnification

You agree to defend, indemnify and hold PRH, its parent companies, subsidiaries, affiliates, successors, directors, officers, employees, service providers, and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to any violation of these terms by you, or in connection with the use of the Site or the Internet or the placement or transmission of any message or information on the Site by you.

If you registered as a member of a Site, you are entirely responsible for any and all activities that occur under your account and agree to indemnify, defend, and hold harmless the above-mentioned parties for any liability or expense arising from such use or misuse. You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you.

Force Majeure

Neither PRH nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their respective reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

Governing Law

The Site is created and controlled by PRH in the State of New York, U.S.A., unless otherwise noted. These disclaimers, terms, and conditions of use are governed by the laws of the State of New York. By using the Site, you hereby consent to the exclusive jurisdiction and venue of courts in New York, New York, in all disputes arising out of or relating to the use of the Site. If any portion of these terms is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law to the greatest extent possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. PRH's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

Entire Agreement

This Agreement is the entire agreement between the user and PRH and supersedes any prior understandings or agreements (written or oral).

Copyright Complaints

PRH and its affiliates respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our Digital Millennium Copyright Act Notice Policy.

DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE POLICY

Consistent with the Digital Millennium Copyright Act, if you believe that your copyrighted materials have been copied in a way that constitutes copyright infringement, please send an email or written notice to our designated agent for notices of infringement and provide the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Site;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our designated agent for notice for claims of copyright infringement can be reached as follows: By mail: Penguin Random House LLC, Legal Department/DMCA Notices, 1745 Broadway, New York, NY 10019. By phone: (212) 782-8812. By email: copyrightagent@penguinrandomhouse.com.

NOTE: THE ABOVE CONTACT INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING PRH THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, (E.G., REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OF EMAIL ABUSE, AND PIRACY REPORTS), WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS AND SHOULD BE DIRECTED TO OUR CUSTOMER SERVICE GROUP VIA EMAIL TO ECUSTOMERSERVICE@PENGUINRANDOMHOUSE.COM. WHILE PRH WILL TRY TO ANSWER ALL CUSTOMER SERVICE INQUIRIES, WE CANNOT GUARANTEE SUCH RESPONSE.