

eBreviary Terms of Service Agreement

This is a contract between you and eBreviary for use of the eBreviary Liturgy of the Hours Prayer Service ("Service"). We are eBreviary, located at PO Box 1407, New York, New York, 10009, USA.

The Service, including all the Adobe Acrobat PDF documents, is made available to you subject to your acceptance of the following terms and conditions. You accept and agree to be bound by this Service Agreement by signing our subscription form or by clicking the web page icon labeled "I accept." If you do not agree to this Service Agreement, you should not sign our subscription form or you should click the web page icon labeled "I do not accept." **BY ACCESSING OR OTHERWISE TAKING ADVANTAGE OF THE SERVICE, YOU ACCEPT ALL THE FOLLOWING TERMS AND CONDITIONS, INCLUDING IN PARTICULAR, THE LIMITATIONS ON USE, LIABILITY AND WARRANTY SET FORTH BELOW.**

Permitted Uses

eBreviary provides the Service for your use as a subscriber. You are responsible for all activity associated with your Service account and password. You must notify eBreviary of any breach in security known to you that relates to your Service account and password.

You may not provide your Service account and password to third parties. You may not authorize any third party to access and/or use the Service on your behalf.

If you chose a reduced price subscription option and agreed to use the Service for personal use only, you may not authorize any third party to access and/or use the Service on your behalf. Also you may not use the Service to print and distribute prayers to third parties.

If you are responsible to use the Service to print prayers for a prayer group, then you should print the prayers on your own PC printer. If you are unable to print the prayers for a particular prayer meeting, you may delegate your Service account and password to another person responsible to print the prayers only for that prayer group meeting.

Privacy

Please see the eBreviary Privacy Policy at <http://www.ebreviary.com>

No Warranty

EBREVIARY PROVIDES THE SERVICE "AS IS" AND "WITH ALL FAULTS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, EBREVIARY MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE EFFECTIVE, ACCURATE OR RELIABLE, THAT THE QUALITY OF THE SERVICE WILL MEET YOUR EXPECTATIONS, AND THAT ANY ERRORS IN ANY CONTENT OBTAINED FROM OR USED THROUGH THE SERVICE OR ANY DEFECTS IN THE SERVICE WILL BE CORRECTED.

USE OF THE SERVICE IS MADE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT

RESULTS FROM SUCH ACTIVITIES. EBREVIARY ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE CODE THAT IS DOWNLOADED TO YOUR COMPUTER IN CONNECTION WITH THE SERVICE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

IN NO EVENT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, WILL EBREVIARY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATIONS, SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR THOSE RESULTING FROM LOSS OF USE OR DATA, WHETHER OR NOT EBREVIARY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THE SERVICE. IF YOU ARE DISSATISFIED WITH THE SERVICE, YOU DO NOT AGREE WITH ANY PART OF THIS CONTRACT, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST EBREVIARY WITH RESPECT TO THIS CONTRACT OR THE SERVICE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND TO RECEIVE A PRO-RATA REFUND OF THE UNUSED PORTION OF YOUR SUBSCRIPTION FEE.

SOME STATES OR JURISDICTIONS PROHIBIT THE EXCLUSION OF LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

Termination

If you breach any of the eBreviary Terms of Service, your authorization to use the Service automatically terminates, and any Acrobat PDF documents downloaded or printed from the eBreviary site, including any copies, must be immediately destroyed.

Miscellaneous

eBreviary reserves the right to change these Terms of Service without notice to you. You are responsible for reviewing these Terms of Service each time you access the Service. Your continued use of the Service constitutes your agreement to the then current Terms of Service.

This written Terms of Service Agreement is the exclusive agreement between you and us concerning the Service and supersedes any prior purchase order, communication, advertising or representation concerning the Service.

This Terms of Service agreement is governed by the laws of the State of New York.