

TERMS AND CONDITIONS

This website is operated by The Regency Publishers. Throughout the site, the terms "we", "us" and "our" refer to The Regency Publishers. The Regency Publishers offers this website, including all information, tools, and services available to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check this page periodically for changes. Continued use or access to the website following the posting of any changes constitutes acceptance of those changes.

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site.

Our Right to Modify These Terms of Use

We reserve the right to modify these Terms and Conditions at any time. Therefore, you should check this page from time to time. The modified terms will appear on the Site and will be effective when we post the changes. Your continued use of the Site means you agree to and accept the changes.

Privacy Statement

We are dedicated to protecting your privacy. On a need-to-know basis, authorized employees within the company only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers.

We will investigate any such actions to prosecute and take civil proceedings to recover damages against those responsible.

Prohibited Uses of the Site

Your use of the Site is only for lawful purposes and under the Terms and conditions. You agree not to use the Site: In any way that violates any applicable federal, state, local, or international law or regulation. You agree not to "Scrape" or disaggregate data from the Site (whether by manual or automated means) for any commercial or data compiling purpose. Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful. You agree not to use unauthorized access to damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.

GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used solely for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice. We reserve the right to modify or discontinue the Service (or any part or content thereof) without prior notice any time. We shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools" as is" and "as available" without any warranties, representations, or conditions of any kind and any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

THIRD-PARTY LINKS

Certain content, products, and services available via our Service may include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy, and we do not warrant it. We will not have any liability or responsibility for any third-party materials or websites or other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review the third-party's policies and practices carefully and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

ERRORS, INACCURACIES, AND OMISSIONS

Occasionally, there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions related to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including, without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time, we may remove the service for indefinite periods or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall The Regency Publishers, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data,

replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Term and Termination. The term of this Agreement (the "Term") shall commence upon the Effective Date and continue until terminated in accordance with the remainder of this provision. This Agreement may be terminated as follows: by either Party with thirty (30) days prior written notice provided that there are no current Services being performed by Active at such time of termination.

The Regency Publishers Termination. The Regency Publishers reserves the right to terminate marketing services for good reason. Examples would include the Client's failure to pay The Regency Publishers accounts when needed, the summary of the business relationship, or the emergence of a conflict of interest.

Under no circumstance is The Regency Publishers responsible for any advertisements we manage on behalf of our clients. All advertisements or services are final and do not require the Client's approval. The Client has the right to request a cancellation or deletion of information, and all these requests must be submitted in writing to info@TheRegencyPublishers.com. In the event of a cancellation, The Regency Publishers is not responsible for any unsettled advertisements running in your business' advertising account. You, as the Client, are solely responsible for managing your advertisements once your service period with The Regency Publishers ends.

Your Indemnification of Us. You solely agree to indemnify, defend and hold harmless, The Regency Publishers and its officers, directors, owners, employees, agents, information providers, affiliates, licensors, and licensees (collectively, the "Indemnified Parties") from and against any liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of (a) any User Contributions, or (b) breach by you or any user of your account or these Terms and condition or any representations, warranties, and covenants contained in these Terms and condition.

You shall cooperate fully and reasonably in defense of any such claim. The Regency Publishers reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

WARRANTY DISCLAIMER

The site is provided on an "as is" basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are imposed by and incapable of exclusion, restriction or modification under the laws applicable to these terms of use. We do not endorse and are not responsible for the accuracy or reliability of any opinion, advice, or statement on the site. The information, facts, and opinions provided are no substitute for professional advice.

Liability disclaimer your use of the site is at your own sole risk. Neither the regency publishers shall be liable to you or anyone else for any loss or injury or any direct, indirect, incidental, consequential, special, punitive, or similar damages arising out of your access or use of, or your inability to access or use, the site and the information available on the site or arising out of any action taken in response to or as a result of any information available on the site. You hereby waive any claims against the regency publishers arising from your use of the site and the information available thereon.

Third-Party Links, Advertisements, Site, and Content We do not review or monitor any websites, advertisements, or other media linked to or available through the Site, and we are not responsible for the content of any such third-party advertisements or linked websites.

Disputes

These Terms and Conditions and any disputes arising out of or related to the Site shall be governed by, construed, and enforced according to the State of New York Laws (without regard to conflict of law principles).

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF THESE TERMS AND CONDITIONS OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED, AND YOU HEREBY AGREE TO WAIVE SUCH CAUSE OF ACTION OR CLAIM AFTER SUCH DATE.

Waiver and Severability

No waiver by The Regency Publishers of any term or condition outlined in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of The Regency Publishers to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. Suppose any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason. In that case, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

General Indemnity. The Client agrees to indemnify The Regency Publishers its employees, contractors, and agents against all third-party claims (including, without limitation, reasonable lawyer's fees) arising from or relating to any content or materials provided to The Regency Publishers by the Client or concerning the use by the Client, or anyone else, of materials produced by The Regency Publishers at your request.

Entire Agreement

The Terms constitute the sole and entire agreement between you and The Regency Publishers for the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, to the Site.

CONTACT US If you have questions about these terms and conditions or The Regency Publishers' information, you may contact us at info@TheRegencyPublishers.com.