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By using our Services, you represent that you have attained the age of majority where you reside and are otherwise capable of entering into binding contracts including this Agreement. Persons who are at least 13 years of age but under the age of majority may only use our Services

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2. If you provide Your Information to us then you agree to provide true, current, complete and accurate information, and not to misrepresent your identity. You also agree to keep Your Information current and to update Your Information if any of Your Information changes.
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Excessive writing, highlighting or underlining

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Broken or damaged bindings

Torn/damaged/loose/missing pages

Smoke or other odors

Any signs of mold

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2. Should you send a book to us that, in our sole and independent discretion, is determined to be in **Unacceptable** condition due to one or more major flaws and we cannot purchase it, we will inform you by email. You'll then have the option to reply back to our email and either pay a minimal return shipping charge for us to promptly return the book to you, or to have us donate or recycle the book for you. If you choose to have your Unacceptable book returned to you, you must reply to our email within 7 days and remit payment for the return shipping charge. Returns are made only after the return shipping charge is remitted by you. If you don't reply to our email after 7 days, we will donate or recycle your book for you.

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1. All textbook price quotes displayed in our Services are in U.S. dollars unless otherwise indicated.
2. All applicable taxes you may be responsible for, if any, are your responsibility and not ours.
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It is our intent to pay our customers the prices quoted for any book that meets our buyback guidelines. However, if a technology error occurs that causes an erroneous price quote to be displayed to our users, we reserve the right, in our sole and independent discretion, not to honor such price quotes without any liability to you, and we will pay to return any such books to said user at our cost in a reasonably timely manner.

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4. OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, REPRESENTATIVES, AND AGENTS ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY MORECASHFORTEXTBOOKS.COM TO USER IN ANY TRANSACTION GIVING RISE TO SUCH CLAIM OR \$50, WHICHEVER IS GREATER.
5. YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
6. CERTAIN STATE OR JURISDICTIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

30. Indemnity

1. You agree that you will be personally responsible for your use of the Service, and you further agree to defend, indemnify and hold harmless MoreCashForTextbooks.com and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' and accounting fees and costs, arising out of or in any way connected with (i) your access to, use of or alleged use of the Service or any products you purchase through the Service; (ii) your violation of these Terms of Service or any representation, warranty, or agreements referenced herein, or any applicable law or

- regulation; (iii) your infringement upon the property rights, intellectual property rights (copyrights and trademarks) or other rights of others; (iv) your violation of any third party right, including without limitation publicity, confidentiality, or privacy right; or (v) any overt harmful act toward any other user of the Service with whom you connected via the Service.
2. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

31. Release

1. By using the Services, you release, to the maximum extent allowed by law, MoreCashForTextbooks.com, its officers, directors, employees, affiliates, and agents from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, your use of our Services or products received through the Service, including without limitation, any serious emotional or physical harm.
2. **If you are a California resident, you waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”**

32. Governing Law

This Agreement, and any separate agreements whereby we provide you Services, shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in the State of California in and for the County in which MoreCashForTextbooks.com has established its principal office.

33. Our Remedies

1. You acknowledge that we may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, we shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement.
2. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the state courts of record or a United States District Court for the State of California in and for the County in which MoreCashForTextbooks.com has established its principal office. You consent to the jurisdiction of such court and waive any objection to the venue of any such action or proceeding in such court.

34. Dispute Resolution

THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. THIS

AGREEMENT ALSO CONTAINS AN AGREEMENT THAT YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE ACCESSING OR USING ANY OF THE SERVICE. EACH TIME YOU ACCESS OR USE THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE MANDATORY ARBITRATION PROVISION AND THE CLASS ACTION WAIVER YOU MAY NOT ACCESS OR USE THE SERVICE.

For any dispute you have with MoreCashForTextbooks.com, you agree to first contact us at support@MoreCashForTextbooks.com and attempt to resolve the dispute with us informally. If MoreCashForTextbooks.com has not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy as follows:

1. **Claims.** You and we agree that any claim or dispute at law or equity between us relating in any way to or arising out of this or previous versions of this Agreement, your use of or access to the Services will be resolved in accordance with the provisions set forth in this Legal Disputes section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.
2. **Applicable Law.** You agree that the laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and us, except as otherwise stated in this Agreement.
3. **Agreement to Arbitrate.** You and we each agree that any and all disputes or claims between you and us relating in any way to or arising out of this or previous versions of this Agreement, your use of or access to our Services, or any courses or services delivered, sold, offered, or purchased through our Services shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify.
4. **Prohibition of Class and Representative Actions and Non-Individualized Relief.** YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OUR OTHER USERS.
5. **Arbitration Procedures.** Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of this Agreement as a court would. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of this Agreement including, but not limited to, any claim that all or any part of the Agreement to Arbitrate or this Agreement is void or voidable. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The

arbitrator will decide the substance of all claims in accordance with the laws of the State of California, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving our other users, but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

6. **Judicial Forum for Legal Disputes.** Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state or federal court located in the State of California in and for the County in which MoreCashForTextbooks.com has established its principal office. You and we agree to submit to the personal jurisdiction of the courts located within California for the purpose of litigating all such claims or disputes. You also agree that: (i) our Services shall be deemed solely based in the State of California; and (ii) our Services shall be deemed passive Services that do not give rise to personal jurisdiction over us and our assigns, either specific or general, in jurisdictions other than the State of California.

35. Law Enforcement

1. MoreCashForTextbooks.com is committed to cooperating with law enforcement while respecting each individual's right to privacy. If MoreCashForTextbooks.com receives a request for user account information from a government agency investigating criminal activity, we will review the request to be certain that it satisfies all legal requirements before releasing information to the requesting agency.
2. Furthermore, under 18 U.S.C. §§ 2702(b)(8) and 2702(c)(4) (Voluntary Disclosure Of Customer Communications or Records), MoreCashForTextbooks.com may disclose user account information to law enforcement, without a subpoena, court order, or search warrant, in response to a valid emergency when we believe that doing so is necessary to prevent death or serious physical harm to someone. MoreCashForTextbooks.com will not release more information than it prudently believes is necessary to prevent harm in an emergency situation.

36. Statutory Rights; Notice To California Residents

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing, currently at: 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone, currently at (800) 952-5210 in order to resolve a complaint regarding our Site or to receive further information regarding use of our Site.

37. Amendments to this Agreement

We reserve the right to update, amend and/or change this Agreement at any time in our sole discretion and without notice. Updates to this Agreement will be posted here. Amendments will take effect immediately upon us posting the updated Agreement on our Services. You are encouraged to revisit this Agreement from time to time in order to review any changes that

have been made. The date on which this Agreement was last updated will be noted immediately below this Agreement. Your continued access and use of our Services following the posting of any such changes shall automatically be deemed your acceptance of all changes.

38. Severability

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

39. No Waiver

Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

40. Entire Understanding

This Agreement and the Privacy Policy represent the entire understanding and agreement between you and us regarding the subject matter of the same, and supersede all other previous agreements, understandings and/or representations regarding the same.

If you have questions, comments, concerns or feedback regarding this Agreement or our Services, please contact us at:

MoreCashForTextbooks.com
1084 N. El Camino Real, Suite B-245 Encinitas, CA 92024
Phone: (800) 928-6230 Email: support@MoreCashForTextbooks.com

Last updated: November 30, 2018