

# LIBRARY CATS PUBLISHING HOUSE CIC

## TERMS AND CONDITIONS

Our Terms and Conditions were last updated on January 2, 2024.  
Please read these terms and conditions carefully before using Our Service.

### Interpretation and Definitions

#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or plural.

#### Definitions

For the purposes of these Terms and Conditions:

- **“Company”** (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to Library Cats Publishing House CIC.
- **“Country”** refers to the United Kingdom.
- **“Content”** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **“Device”** means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- **“Feedback”** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **“Products”** refer to the products or items offered for sale on the Service.
- **“Orders”** mean a request by You to purchase Products from Us.
- **“Promotions”** refer to contests, sweepstakes or other promotions offered through the Service.
- **“Service”** refers to the Website.

- **“Terms and Conditions”** (also referred to as “Terms”) mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **“Third-party Social Media Service”** means any services or content (including data, information, products or services) provided by a third party that may be displayed, included or made available by the Service.
- **“Website”** refers to Library Cats’ website, accessible at: <https://www.librarycatspublishinghouse.com/>.
- **“You”** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Acknowledgements

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## Copyright Policy

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email ([librarycatseditorial@gmail.com](mailto:librarycatseditorial@gmail.com)) and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys’ fees) for misrepresenting that any Content is infringing Your copyright.

## Terms and Conditions for Donation Payments

### Donation services

- We will use your donation at our discretion but within our stated community interest objectives.
- All payments through the Website are to be made via PayPal.
- Once you confirm to us through the Website that you wish to proceed with your donation your transaction will be processed through our payment processing provider, PayPal. By confirming that you wish to proceed with your donation you authorize PayPal to request funds from your credit, debit, or PayPal card provider.

### Unauthorised card use

- If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider.

### Information from you

- Before we can process a donation, You must provide us with:
  - (i) your name, address and email address;
  - and (ii) details of the credit or debit card that you wish to use to fund the donation.
  - We will use this information to process your donation. It is your responsibility to ensure you have provided us with the correct information.
- When you submit your payment details, these details will be transferred to our payment processing provider, PayPal, and your payment data will be collected and processed securely by them. You should make sure that you are aware of PayPal's terms and conditions (<https://www.paypal.com/uk/home>), which are different from our own, to ensure that you are comfortable with how they will process your personal data before you donate.
- We will not share your personal details with any other third party other than is set out in our Privacy Policy. Our Privacy Policy forms part of these Donation Payment Terms and Conditions and by agreeing to these Terms and Conditions you are also agreeing to the way we use and protect your personal information in line with our Privacy Policy.

### Refund policy

- If you make an error in your donation please contact us by email at [librarycatseditorial@gmail.com](mailto:librarycatseditorial@gmail.com) within 14 days and a full refund will be made to you.

## Monthly donations

- These Donation Payment Terms and Conditions will only apply to successive donations made through the Website where you have set up a monthly donation.
- When you set up a regular donation you will be scheduling a series of donations to be made on the day of the month that you choose until further notice. You agree that these Terms and Conditions will apply to each of the donations in that series.
- By confirming that you wish to proceed with a monthly donation you authorize our payment service provider PayPal to request funds from your credit or debit card on the day of each month that you set.
- To cancel your regular donation please contact us at [librarycatseditorial@gmail.com](mailto:librarycatseditorial@gmail.com).

## General

- We reserve the right to amend these Donation Payment Terms and Conditions at any time. We will take appropriate steps to bring those changes to your attention.
- These Donation Payment Terms and Conditions are governed by England and Wales law and are subject to the exclusive jurisdiction of the England and Wales courts.

## Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, you agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

## Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that

the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

## **“As Is” and “As Available” Disclaimer**

The Service is provided to “You AS IS” and “AS AVAILABLE” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company’s providers make any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## **Governing Law**

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## **Disputes Resolution**

If You have any concerns or disputes about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## For Users From Other Countries

If You are a consumer from another country, you will benefit from any mandatory provisions of the law of the country in which you are resident.

## Severability and Waiver

### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- Through our contact page on our website:  
<https://www.librarycatspublishinghouse.com/contact>.
- E-mail: [librarycatseditorial@gmail.com](mailto:librarycatseditorial@gmail.com).