

Lulu Membership Agreement and Terms of Use

REVISED: April 5, 2021

Lulu is a community for creators of remarkable works. We provide the tools for you to publish your work for personal use and/or for sale and distribution to others, a marketplace for the purchase of goods and services, and a site where you can participate in forums and discussion groups with like-minded creators. The following terms and conditions have been developed to not only protect your work and your privacy, but also to describe our commitment to you as a community member as well as your responsibilities as a content creator. Please do not hesitate to contact our support team if you have any questions about the terms of this agreement.

A Note About Our Community

Lulu is a place where people of all ages, backgrounds, experience, and professions can publish, sell, or buy creative content such as novels, memoirs, poetry, cookbooks, technical manuals, articles, photography books, children's books, calendars, and a host of other content that defies easy categorization. We help people distribute information and art spanning a wide range of subject matter while providing a safe, friendly, respectful, and serious site for all content creators. Since our community serves a broad range of ages, we do not encourage content that may be considered inappropriate or offensive to our users.

Lulu respects the effort that goes into creating your remarkable work and we are committed to protecting copyrights as well as your right to privacy. As a member of our community, you may not publish or post content that you do not own or have permission to publish. We take allegations of copyright and privacy violations very seriously. To that end, if you believe that material offered for sale on our site violates your copyright or right to privacy, you are encouraged to notify Lulu via the "Report This Item" button associated with each piece of content. If a user infringes copyrights or other intellectual property or privacy rights, Lulu may, at Lulu's discretion, terminate use or deny a user's access to Lulu's website. If terminated for reasons of infringement, Lulu has no obligation to provide a refund of any amounts previously paid to Lulu or owed to the user.

The Membership Agreement below describes in the best legal jargon available your rights as a Lulu community member, whether you are a creator or buyer of content. It also lists our rights as the Lulu.com site owner, the information we collect about users and how it is stored, our obligations to accurately collect and pay revenues earned by content owners, your ownership and rights to retire works published using Lulu tools and services, and our liabilities for services

provided by Lulu and our partners. Please note that your use of the website, or the tools or services accessed from the website denotes your acceptance of this membership agreement and all of its terms.

Below, you will find the terms and conditions for participation as a member in Lulu's community, where you will have rights to be involved in forums and groups, to purchase goods and services, and to publish your works for sale or distribution to others. Please don't hesitate to contact support if you have any questions about the terms of this agreement.

Welcome to our community of creators!

Membership Agreement

Before using any Lulu app or website (lulu.com, lulujr.com, developers.lulu.com, xpress.lulu.com, or other) or setting up an account with Lulu (herein referred to as "we," "us" or "Lulu"), please read the following terms of your Membership Agreement and Terms of Use ("Terms" or "Agreement") carefully. These Terms govern your ("you" or "your") access to and use of the websites and services owned and/or operated by Lulu (collectively, the "Site"). Your access to and use of the Site are expressly conditioned on your acceptance of and compliance with these Terms. **Any use of the Site constitutes your agreement to these Terms. If you do not agree to these Terms, please do not use the Site.** Note that any violation of these Terms may result in termination of your ability to access and use the Site and your rights to earned royalties.

The Terms also include posted terms and conditions applicable to specific services and/or features, all of which are hereby incorporated by reference. Such additional terms and conditions ("Additional Terms") will be posted for viewing in conjunction with the applicable feature or service. In the event of a conflict between these Terms (other than Section 16, 17, 18 and 19 of these Terms) and the Additional Terms, the Additional Terms shall control; with respect to conflicts between the Additional Terms and Sections 16, 17, 18 and 19 of these Terms, Sections 16, 17, 18 and 19 of these Terms shall control.

We reserve the right at any time to change all or any part of these Terms; change the Site, including by eliminating or discontinuing any content on or feature of the Site; and change any fees or charges for use of the Site. Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Site or by electronic mail. Your continued use of the Site after such notice will be deemed acceptance of such changes. You can determine when these Terms were last revised by referring to the 'REVISED' legend at the top of these Terms. It is Your responsibility to ensure familiarity with the most current version of these Terms. You agree that we shall not be liable to you or to any third party for any elimination or discontinuation of any content on or feature of the Site; or any change in any fees or charges for use of the Site.

1. [Registration](#)
2. [Use of the Site](#)
3. [Content](#)
4. [Forums](#)
5. [Purchases](#)
6. [Copyright](#)
7. [Publishing](#)
8. [Creator Revenue](#)
9. [Term and Termination](#)
10. [Third-Party Websites, Software and Sites](#)
11. [Promotions](#)
12. [Refer-a-Friend Program](#)
13. [Returns](#)
14. [Retiring Content, Terminating Membership, and Data and Content Retention Policies](#)
15. [Restrictions on Use of Content](#)
16. [Privacy](#)
17. [Indemnification](#)
18. [Disclaimer of Warranties](#)
19. [Limitation of Liability](#)
20. [Intellectual Property](#)
21. [Policy for Idea Content](#)
22. [Jurisdictional Issues](#)
23. [Miscellaneous](#)
 - [Appendix A. Lulu Content Policy and Guidelines](#)
 - [Appendix B. Content Retention Guidelines](#)

1. Registration

When and if you set up your Lulu account and register to use the Site, you agree to (a) being at least sixteen (16) years old, and (b) providing accurate, current and complete information about yourself as prompted by our registration form (including your email address), and (c) maintaining and updating your information (including your valid email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, (1) you cannot claim a lack of notice on communications we have attempted to send to you that could materially affect your rights under the Terms, and (2) we reserve the right to terminate your access to and use of the Site. Our Privacy Policy governs the use and disclosure of any information you provide.

As part of the account set-up and registration process, you may be asked to select a username and password. We may refuse to grant you a username for any reason in our sole discretion, including in the event that we determine that such user name impersonates someone else, is

illegal, vulgar, or otherwise offensive, or is protected by trademark or other proprietary rights law, or otherwise may cause confusion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Site to any third party. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

2. Use of the Site

Subject to and conditioned upon your compliance with these Terms, and solely for so long as you are permitted by Lulu to access to Site, we grant to you a non-exclusive, non-transferable, non-sub-licensable, limited right and license to access the Site, including any text, images, graphics, videos, visuals, sounds, data, files, links and other materials incorporated into the Site (other than your Content), solely as made available by us, solely as necessary to access the Site and solely for your own purposes, provided that you keep intact all copyright and other proprietary notices. You acknowledge and agree that certain features of the Site may include advertisements and that such advertisements are a necessary part of the Site. The Site, including all such materials and all intellectual property rights therein, remains the property of Lulu or its licensors or suppliers. Except as expressly authorized by these Terms, you may not use, reproduce, distribute, modify, transmit, perform, display or create derivative works of any portion of the Site without the written consent of Lulu. Nothing herein grants any rights to commercially exploit any portion of the Site or any content therein. All rights not expressly granted hereunder are expressly reserved.

Technical, maintenance and other issues may make the Site unavailable from time to time. LULU MAKES NO COMMITMENT, WARRANTY OR GUARANTEE THAT THE SITE WILL OPERATE IN A TIMELY, UNINTERRUPTED OR ERROR-FREE MANNER, OR THAT THE SITE WILL MEET USER'S PURPOSES. Lulu may in its discretion modify the features, availability, operation and/or look and feel of the Site from time to time without notice to our users.

While using the Site you agree to comply with all applicable laws, rules and regulations. In addition, we expect users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned in part on your compliance with the rules of conduct set forth in this section; any failure to comply may result in termination of your access to the Site pursuant to Section 9 below. While using the Site, you agree not to:

- Defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity

- Restrict or inhibit any other user from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Violate any applicable laws or regulations;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Upload to, transmit through, or display on the Site (a) any material that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any confidential, proprietary or trade secret information of any third party; or (c) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Use the Site to harm minors in any way, including, but not limited to, by uploading content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;
- Engage in spamming or flooding;
- Attempt to upload images by any method to another user's account without permission;
- Access or use (or attempt to access or use) another user's content without permission;
- Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;
- Remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of the Site;
- "Frame" or "mirror" any portion of the Site, or link to any page of or material on the Site other than the URLs provided by us to you for such purposes as part of the Site, without our prior written authorization;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site;
- Harvest or collect information about or from users of the Site without their express consent and, if such consent is provided, only pursuant to applicable law.

WE MAY SUSPEND AND/OR TERMINATE YOUR ACCESS TO AND USE OF THE SITE AND/OR ANY FEATURES MADE AVAILABLE THROUGH THE SITE IMMEDIATELY IF YOU FAIL TO COMPLY WITH THE ABOVE RULES OR OTHERWISE FAIL TO COMPLY WITH THESE TERMS, A DETERMINATION TO BE MADE IN OUR SOLE DISCRETION.

3. Content

In the event that you post or upload to the Site in compliance with Section 2, or otherwise submit to or through Lulu as part of your use of the Site, any materials including, without

limitation, text, photographs and other images, graphics, videos, visuals, sounds, data, files, links and other materials (collectively, "Content"), you will retain ownership of such Content. You hereby grant us and our designees a worldwide, non-exclusive, sub-licensable (through multiple tiers), assignable, royalty-free (except as otherwise agreed during the online publishing process) right to use, reproduce, distribute (through multiple tiers) and publicly display such Content, solely in connection with the Site. Should you decide to limit the access to and distribution of your Content, we will use commercially reasonable means to prevent such access and distribution. However, we cannot guarantee that these means will work all of the time. Please note that, while you retain ownership of your Content, any template or layout in which you arrange or organize such Content through tools and features made available through Lulu are not proprietary to you, and can be used by Lulu and others for any purposes. You acknowledge and agree that you have no rights in any such template and/or layout, and such template or layout shall be the sole and exclusive property of Lulu.

You represent, warrant and covenant that (i) you own or otherwise possess all necessary rights with respect to your Content, (ii) your Content does not and will not infringe, misappropriate, use or disclose without authorization, or otherwise violate any intellectual property or proprietary right of any third party, and are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, (iii) at Lulu's request, and without further consideration, you will promptly provide Lulu with reasonable evidence of such adequate and enforceable rights of third parties (i.e., consents, approvals, licenses or sublicenses), and agree that Lulu may provide a copy of these Terms to anyone claiming an infringement of copyright/trademark relating to your Content or to law enforcement or other entities as required by law or as Lulu reasonably determines to be necessary to protect its rights or the rights of others, (iv) you will abide by the Content Policy and Guidelines posted on the Site, and (v) you hereby consent to the use of your likeness, and you have obtained the written consent, release, and/or permission of every identifiable individual who appears in your Content to use such individual's likeness, for purposes of using and otherwise exploiting the Content in the manner contemplated by these Terms (including for purposes of promoting the Site), or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to Lulu a copy of any such consents, releases and/or permissions upon Lulu's request). If you do submit Content that contains the likeness of an identifiable individual is under the age of eighteen (18), we strongly encourage you not to include any identifying information (such as the individual's name or address) with such Content. Any violation of this Section, as determined in our sole discretion, can be cause to remove any and all of your Content from the Site, remove from applicable Distribution Channels, and to terminate your account and access to the Site.

None of the Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any Content. You acknowledge and agree that we may (but are not obligated to) do any or all of the following, at our discretion: (a) monitor and/or filter any Content (including without limitation by means of blocking or replacing expletives or other language that may be deemed harmful or offensive); (b) alter, remove, or refuse to send, transmit or otherwise use any Content (including, without

limitation, by suspending the processing and shipping of any order relating to any Content); and/or (c) disclose any Content, and the circumstances surrounding the transmission or use thereof, to any third party in order to operate the services on the Site; to protect us and our affiliates, distributors, partners, licensors, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents, other representatives, and users; to comply with legal obligations or governmental requests; to enforce these Terms; or for any other reason or purpose.

Please note that we may also provide users with an automated method of reporting Content that they believe to be inappropriate. If we do provide such a method, Content that is reported more than a certain number of times may be automatically removed from the Site; provided, however, that Lulu has no obligation to remove Content in response to user reports or requests. Lulu is not responsible for, and will have no liability for, the removal or non-removal of any Content from the Site. **WE RECOMMEND YOU KEEP BACK-UP COPIES OF YOUR CONTENT ON YOUR HARD DRIVE OR OTHER PERSONAL SYSTEM, AS THE SITE IS NOT INTENDED TO BE A BACK-UP SOLUTION FOR STORING YOUR CONTENT.**

Lulu also reserves the right to (1) reserve a portion of the back cover of a book of any published Content for placement of a unique identifying number and barcode (this number may be the Content's ISBN number, if an ISBN number is assigned), and (2) delete Content from Lulu's database after a defined period of time, as set forth in the then current policies of Lulu.

4. Forums

The Site may permit users to share their Content with other users, including but not limited to our user testimonials, user reviews, user comment functionality, user forums and blogs (collectively, "Forums"). Some Forum participants may use anonymous screen names and may have no other connection with Lulu. A large volume of material is available in our Forums and Forum participants may occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, misleading or deceptive, and provide content that may be objectionable to you. We neither endorse nor are responsible for such messages, statements, or content, or any opinion, advice, information or other utterance made or displayed on the Site by third parties, whether such third parties are users of the Site or others. The opinions expressed in the Forums reflect solely the opinions of the participants and may not reflect the opinions of Lulu. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information. Under no circumstances will Lulu, any of our affiliates, distributors, partners, licensors, advertisers or sponsors, and/or any of our or their directors, officers, employees, consultants, agents or other representatives be liable for any loss or damage caused by your reliance on such information obtained through the Site. We may, but have no obligation to, monitor the Forums and any materials displayed, transmitted or otherwise made available on or through the Forums or otherwise through the Site.

Some features of the Site enable you to send and receive transmissions. You acknowledge and agree that Lulu has no responsibility or liability for any transmissions, and/or any content included in such transmissions, sent or received by you. Lulu reserves the right, in its sole discretion and at any time, to set limits on the number and size of any transmissions sent by or received through the Site and/or the amount of storage space available for transmissions or for any feature made available through the Site.

5. Purchases

If you wish to purchase any products or services through the Site, you must accept these Terms and we will ask you to supply certain information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us or our third-party payment processor must be accurate, current and complete. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION.** You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Verification of information applicable to a purchase may be required prior to our acceptance of any order.

Descriptions, images, references, features, content, specifications, products, price and availability of any products or services are subject to change without notice, and our current prices can be found on the Site. We make reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services on the Site at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased through the Site. By placing an order, you represent that the products ordered will be used only in a lawful manner. We reserve the right, with or without prior notice, to limit the available quantity of or discontinue any product or service; to honor, or impose conditions on the honoring of any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all purchase(s); and/or to refuse to provide any user with any product or service.

Title and risk of loss for any purchases pass to you upon our delivery to our carrier. We reserve the right to ship partial orders (at no additional cost to you), and the portion of any order that is partially shipped may be charged at the time of shipment.

6. Copyright

Lulu is committed to protecting copyrights and expects users of the Site to do the same. The Digital Millennium Copyright Act of 1998 (“DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any material used or displayed on or through the Site infringes your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the Site; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov/> for details. DMCA notices and counter-notices regarding the Site should be sent to:

Lulu Press P.O. Box 12018 Durham, NC 27709 ATTN: Questionable Content

Email: questionablecontent@Lulu.com

7. Publishing through Lulu.com

If you wish to publish Content through Lulu.com, you will generally be provided the opportunity to direct how the Content should be published and conditions for distribution and sale. The publishing process converts your Content into print-ready files. You may use these converted files to distribute and/or sell your Content, as you choose, through Lulu and/or distribution channel partners.

Lulu shall have the right to distribute samples of the Work in any form of media, including printed media, in order to promote (a) the author or author’s Work and/or (b) the Lulu service. These samples will be licensed for free, non-commercial use, duplication and sharing, and will comply with the sample percentage authorized by the Author.

Lulu's distribution service feeds to third party selected online and trade retailers. Should an Author choose Global Distribution for their titles, author titles will be presented for sale and included in all distribution feeds to these selected retailers. Lulu shall not be liable for failure by the third-party retailer to list those titles for sale. Similarly, Authors can choose to opt out of channels at any time and at their discretion. Lulu sends the Author request for removal in a periodic feed, however Lulu cannot dictate the speed at which the third party removes the titles for sale. Lastly, where Lulu operates a direct to consumer online retail platform it will be Lulu's discretion if titles are listed.

8. Lulu.com Creator Revenue

As used herein and for the sale of Content through Lulu.com:

- **Creator Revenue** - means the percentage of Net Revenue due to you as author-publisher for Content which was sold and paid for in full. Subject to specific arrangements with distribution channel partners, the following Creator Revenue percentage generally applies:
 - **Electronic** - for sales of electronic material, 90% of Net Revenue.
 - **Print** - for sales of printed material, 80% of Net Revenue.
- **Gross Selling Price** - means the Sales List Price after any discount that you as author-publisher would like to include in order to promote your Work, if applicable.
- **Net Revenue** - means the remaining monies after subtracting Lulu's manufacturing costs and markups or fees for sales with distribution partners, from the monies actually received for customer purchases of Content (based on Gross Selling Price).
- **Returns and Refunds** - when we process returns or refunds of purchased Content, this may result in an offset of the amount of Net Revenue owed to you.
- **Royalty** - this is the Creator Revenue that is reported to the U.S. Internal Revenue Service (IRS), if applicable.
- **Sales List Price** - means the price determined by you as author-publisher for the Content, subject to variances in international manufacturing costs. The Sales List Price will be the price listed in any distribution channel.
- **Taxes; Shipping and Handling** - sales taxes, VAT and other similar taxes, and shipping and handling are separate and apart, and not subject to revenue calculations.

If you have published and sold Content on the Site, the amount of Creator Revenue you are owed will be visible in your account under the “My Revenue” box that appears on the “My Projects” information tab of the Site. You may choose to receive Creator Revenues you are due via PayPal or via paper check. PayPal payments may be made in Euros, GBP, CHF, AUD, CAD or USD. All paper check payments are made in USD.

If you choose to receive your Creator Revenue via paper check, you will be paid on a quarterly basis. Specifically, no later than 45 days following the end of the calendar quarter, Lulu will make a good faith effort to pay you the Creator Revenue that accrued during that quarter, using the contact information in our records. If Lulu owes you less than \$20 for Content sales within a given quarter, we reserve the right, at our discretion, to roll your Creator Revenue forward to the following quarter(s) until \$20 is reached.

If you choose to receive your Creator Revenue via PayPal, you will be paid on a monthly basis. Specifically, no later than 31 days after the end of a calendar month Lulu will make a good faith effort to pay you the Creator Revenue that accrued during that month, using the contact information in our records. If Lulu owes you less than \$5 for Content sales within a given month, we reserve the right, at our discretion, to roll your Creator Revenue forward to the following month(s) until \$5 is reached.

All minimum Creator Revenue in non-USD shall be calculated in USD using current exchange rates for the purpose of the minimum thresholds for transmission of payments to you by Lulu.

It is your responsibility to update your contact information. If we are unable to contact you using the contact information provided, we may, at our sole discretion, charge a termination fee equal to the amount of unpaid Creator Revenue to cover administrative costs.

In order to use the basic Lulu services you are not required to provide any taxpayer information. However, based on withholding that may be required by the IRS, the payment you receive may be less than the Creator Revenue. You are also responsible for any taxes, fees and penalties associated with your receipt of Creator Revenue or sale of your Content, and indemnify Lulu for any such tax, fee or penalty.

You are responsible to any third party for payment of royalties, commissions, etc. that may be owed to them based upon agreements you have made with a third party and/or liabilities you have incurred to third parties.

Lulu reserves the right to place a hold on any payment based upon suspicious activity, including but not limited to, potential fraud, copyright infringement or other violations of these Terms, claims by third parties and/or questions regarding rightful ownership of the account.

9. Term and Termination

These Terms shall remain effective until terminated as set forth herein. We may, in our sole discretion, immediately terminate these Terms, and/or your access to and use of the Site or any portion thereof, at any time and for any reason, including if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon termination of these Terms, your right to access and/or use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that we may immediately deactivate or delete your password and user name, and all related information and files associated with it (including all Content), and/or bar any further access to such information or files. You agree that we shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

10. Third-Party Websites, Software and Sites

The Site may direct you to websites, software or services owned or operated by third parties (“Third-Party Properties”). Third-Party Properties, to which you may be directed, operate under their own Terms, and we have no control over such Third-Party Properties. We are not responsible for (a) the content and operation of such Third-Party Properties, or (b) the privacy or other practices of such Third-Party Properties. The fact that the Site directs you to such Third-Party Properties does not indicate any approval or endorsement of any Third-Party Properties. We direct you to such Third-Party Properties only as a convenience. You are responsible for the costs associated with such Third-Party Properties, including any applicable license fees and service charges. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any such Third-Party Properties.

Other websites may provide links to the Site with or without our authorization. We do not endorse such sites, and are not and shall not be responsible or liable for any links from those sites to the Site, any content, advertising, products or other materials available on or through such other sites, or any loss or damages incurred in connection therewith.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

We shall have the right, at any time and in our sole discretion, to block links to the Site through technological or other means without prior notice.

11. Promotions

In addition to these Terms, any contests, sweepstakes, surveys, games or similar promotions (“Promotions”) made available through the Site may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. We urge you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy that, in addition to these Terms, governs any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules shall control. In addition Promotions are generally subject to the following rules and restrictions:

- Each promotional offer (“offer”) claim code can be used only once.
- Limit one offer per account.
- The offer must be redeemed at our Site toward the purchase of products sold by Lulu. If Lulu is not the seller, that fact will be noted on the product detail page.
- Offer may not be available to be redeemed at any other Website operated by Lulu, its affiliates, or third-party merchants (including Websites linked to or from the <http://www.lulu.com> site).
- The offer cannot be used to pay for special-order titles, taxes, or shipping and handling charges.
- If the offer has a minimum purchase requirement, taxes and shipping and handling charges do not apply toward the minimum purchase amount.
- If you are ordering items to be shipped to more than one address, a separate order must be created for each address. The offer will be applied to only one of the resulting orders. Some offers may not be combined with other offers in the same order. Generally, only one promotional claim code may be used per order.
- Each offer is valid for a limited time only and expires on the date specified in the offer.
- The offer's cash value is 1/100th of one cent.
- The offer is not for resale and is not redeemable for cash.
- The offer cannot be applied to orders already placed with Lulu.
- If there is a problem with items purchased using a promotional code and Lulu grants a refund, you will not receive a refund for the amount of the offer.
- When you redeem an offer, Lulu can tell that you are part of a select group of customers to whom the promotional code was sent or distributed. For more information about data that Lulu collects from our customers, please read our Privacy Policy.

Lulu reserves the right to refuse to pay any Creator Revenue where we find, in our sole discretion, that you have abused our promotions and/or other processes to garner monies by manipulation and/or other fraudulent and abusive techniques. If we find such activity to have

occurred, we reserve the right to terminate your account and withhold all Creator Revenue payments.

12. Refer-a-Friend Program Terms & Conditions

Qualified Referral. A Qualified Referral is defined as a purchase made at www.lulu.com by a person (a "Referred Customer") who arrives to our website by clicking your Refer-a-Friend program link. You are limited to one Qualified Referral for each Referred Customer; additional purchases made by a Referred Customer are not counted as additional Qualified Referrals.

Referred Customer. The Referred Customer and the Referrer cannot be the same person (for example, by using a different email address or alias). The Referred Customer must also be a first-time customer. If the Referred Customer is publishing a book, the promotional offer only applies to their new book publication. The promotion does not apply to e-books.

Referral Rewards. For you to earn referral rewards as a Referrer, the Referred Customer must complete an order minus any chargebacks, and/or fraudulent payments.

Reward Payments. As a Referrer, you are responsible for any and all tax liability resulting from Referral Rewards. The value of your reward is redeemable as a coupon on Lulu.com and is not redeemable for cash or another legal tender.

Eligibility. Eligibility is limited to individuals only. Lulu's Refer-a-Friend Program cannot be used by businesses for affiliate lead generation as determined in Lulu's sole discretion. Our referral program may not be available in some of our stores depending on applicable laws.

No Spam. You must comply with all up-to-date "SPAM" laws. For example, emails must be created and distributed in a personal manner and bulk email distribution is strongly discouraged. Any distribution of your referral link that could constitute unsolicited commercial email or "spam" under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your account and exclusion from Lulu's Refer-a-Friend program.

Right to Close Accounts. Lulu reserves the right to close the account(s) of any Referrer and/or Referred Customer and to request proper payment if the Referrer and/or Referred Customer attempts to use the Lulu Refer-a-Friend program in a questionable manner or breaches any of these Terms & Conditions or is in violation of any law, statute or governmental regulation.

Right to Cancel Program or Change Terms. Lulu reserves the right to cancel the Refer-a-Friend Program or to change these Terms & Conditions at any time in its sole discretion. Any unclaimed referral rewards will be forfeited at that time.

Implied Consent. By participating in the Lulu Refer-a-Friend program you are providing consent for Lulu to communicate with you electronically for the purposes of notifying you of any qualified Referral Rewards, program updates, or any other communications regarding the Lulu Refer-a-Friend program.

13. Returns

An item that is “print on demand” is manufactured when the order is received. IF YOU RECEIVE A BOOK THAT IS DAMAGED, WE WILL PROVIDE A REPLACEMENT COPY AT OUR SOLE DISCRETION BASED UPON PHOTOGRAPHIC EVIDENCE. Due to the nature of the print-on-demand manufacturing process, it is not economically feasible to accept returns on physical products. We may not require that damaged physical products be returned to us, nor do we guarantee returns will be accepted. Refunds are issued at our sole discretion.

Because Lulu provides creator-controlled publishing tools, Lulu cannot and does not accept responsibility for the quality of the Content hosted and/or purchased (including misspelled words, grammatical errors, factual errors, poor quality pictures, etc.), the Content’s formatting, design or overall appearance. The creator approves the visual presentation and Content of each item and bears responsibility for its quality and presentation. Lulu's staff does not monitor or check individual Content prior to publication or sale through the Site.

14. Lulu.com Retirement of Content, Termination of Membership, and Data and Content Retention Policies

You may choose at any time to retire your published Content on Lulu.com. Should you do so, the Content will not be visible to other users and will not be available for sale on the Lulu.com Site. Retired Content will be deleted from Lulu’s database after a defined period of time, as set forth in the then current policies of Lulu.

However, for all Content listed through distribution channel partners that you choose to retire, (1) this process will take several business days before the distribution channel partner takes any action, and (2) your Content may still be listed by the distribution channel partners and, while not available for sale, it may continue to be listed and shown as “unavailable,” “out of stock,” or the like.

Net Revenue received by Lulu prior to distribution channel partners disabling the ability of your retired Content to be sold, will continue to be subject to the Terms and Creator Revenue shall be paid to you when applicable.

If your Content has not been published, you can delete it from your Project List and it will be removed from the Lulu database, subject to our archiving process. This type of draft Content will be deleted from Lulu's database after a defined period of time, as set forth in the then current policies of Lulu.

You may terminate your membership by following the "Cancel My Lulu Account" link on the My Projects > My Account & Orders > About Me page, or by contacting support with a specific request to do so. Your request to terminate will become effective within 30 days after the acknowledgement by Lulu of the receipt of your request. All terms above regarding retiring or deleting Content continue to be applicable.

Lulu will retain any part of your Personal Data for as long as is reasonably required to fulfill the purposes for which it was collected. Data retained in backups will be removed only as the backups are purged in the normal course of Lulu's backup procedures.

Generally, your Content will only remain accessible for defined periods of time, depending on the type of Content (e.g., retired, unpublished draft, prior revisions, questionable content, years without sales, etc.). This type of Content will be deleted from Lulu's database after a defined period of time, as set forth in the then current policies of Lulu. Accordingly, LULU STRONGLY RECOMMENDS THAT YOU DO NOT RELY UPON LULU AS A STORAGE SITE FOR YOUR CONTENT.

15. Restrictions on Use of Content

If you purchase Content from the Site (including receipt of free Content), you agree to the following restrictions with respect to such acquired Content and the information contained therein:

- You can resell physical copies of Content (e.g., printed books) you have purchased;
- You may not resell any other Content or otherwise profit from its use or display;
- Sharing, copying, adapting, redistributing, reconfiguring, modifying or creating derivative works from the Content is permissible only if expressly permitted by the author of the Content and only to the extent so permitted. You agree to abide by any restrictions included with the Content;
- The Content owners who sell Content through Lulu retain ownership of the copyrights or other licenses in the Content. You agree not to allow any other party to: resell, redistribute, sublicense, assign, delegate, or otherwise transfer the Content, any part

- thereof, or any related rights or obligations hereunder, to any third party except as may be expressly allowed in the terms under which the Content is provided to you; and
- You will not remove or obscure any proprietary rights notices contained in or on the Content.

16. Privacy

In general, Lulu collects Personal Data when you register with Lulu, when you use Lulu services and when you visit Lulu pages or pages related to the Content posted on the Site. That information is used to fulfill your requests for products and services, to comply with specific regulations (including but not limited to CASL and GDPR), to conduct research, to contact you, to contact those who purchase your Content (if you have selected to use the Lulu Thank You Note program) and to improve Lulu services. Lulu endeavors to limit access to your Personal Data to only those Lulu employees, agents and service providers who reasonably need access to complete these purposes. You may view and edit your account information at any time.

Lulu will disclose Personal Data under the following circumstances:

- In response to subpoenas, court order, other legal process, to establish or exercise Lulu's legal rights or defend against a legal claim, or as otherwise required by law; As necessary to investigate, prevent, or take action regarding violations of the Terms, suspected illegal activity or threats to the physical safety of another person;
- To Lulu's trusted partners who work on Lulu's behalf under confidentiality agreements;
- If Lulu is involved in a merger, acquisition, reorganization, sale of some or all of our assets, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including without limitation in connection with any bankruptcy or similar proceedings), to that company; and
- If you have enabled the Thank You Note buyer notification option, in which case you consent to Lulu's displaying the publisher name and e-mail address you provide for Thank You Note correspondence to purchasers of your Content.

Lulu will transfer your Personal Data to other countries where it does business, but will always treat your Personal Data according to the terms of Lulu's Privacy Policy. If you include your Personal Data in Content that you post on the Site, that information may be widely available to other users. Lulu does not exercise any control over those users and cannot guarantee that your Personal Data will be protected as described in Lulu's Privacy Policy. If you do not want your Personal Data to be displayed as part of the Content you post, then you must delete it prior to posting. You may not include Personal Data about other people in your Content. You also may not use Personal Data about other Lulu Users in a way that is inconsistent with Lulu's Privacy Policy. If you do, you will have violated the Terms, and Lulu may terminate your account. Lulu is not liable for any damage that may be incurred due to use of Personal Data that was made available as part of Content posted on Lulu's site.

Lulu will set and access cookies as described in Lulu's Privacy Policy, for the purpose of managing your access to the Site and delivering services to you. Please reference your browser's "Help" menu to learn how to change cookie preferences.

Your Personal Data does not include your Lulu username, and any information you make available through your Public Contact settings. Your Lulu username and Public Contact information may be displayed on the Site to other users. For a complete description of Lulu's use and disclosure of your Personal Data and for our contact information regarding privacy issues, please review Lulu's Privacy Policy.

17. Indemnification

You agree to indemnify, defend and hold us, our affiliates, parent companies, subsidiaries, distributors, partners, licensors, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms, including any violation of the rules set forth in Section 2 above; (b) your Content; (c) your activities in connection with the Site (including, without limitation, any and all purchases) and/or (d) any taxes, fees or penalties associated with your receipt of Creator Revenue or the sale of your Content.

You will not do anything to intentionally prejudice the rights granted hereunder, but in the event that you lose any rights or other licenses, consents or permissions relating to specific Content that are necessary for you to grant the rights you grant to us hereunder, or you receive notice of a third-party claim relating to Content which you reasonably deem to be of concern, you will immediately retire or delete such Content from our Site. Notwithstanding the foregoing, you will use commercially reasonable efforts to maintain the rights to the Content that you provide to us under this Agreement. Without limiting our rights or remedies under this Agreement, you will reimburse us for any refunds we make to Customers as a result of the withdrawal of Content under this Section. For the avoidance of doubt, nothing in this paragraph is intended to relieve you of your indemnification obligation above.

18. Disclaimer of Warranties

THE SITE, INCLUDING, BUT NOT LIMITED TO, ALL MATERIALS INCORPORATED THEREIN AND ALL FEATURES AND FUNCTIONALITY OF THE SITE, IS PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, LULU AND ITS AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, ADVERTISERS AND SPONSORS, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS AND OTHER REPRESENTATIVES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. WE, OUR AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, ADVERTISERS AND SPONSORS, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS AND OTHER REPRESENTATIVES DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, THE SERVER(S) ON WHICH THE SITE IS OFFERED OR ANY SOFTWARE INCORPORATED INTO THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF LULU AND/OR ITS AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, ADVERTISERS AND/OR SPONSORS, AND/OR OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS AND OTHER REPRESENTATIVES, WHETHER MADE ON OR THROUGH THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. **YOUR USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK.**

19. Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER LULU NOR ANY OF OUR AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE (INCLUDING, BUT NOT LIMITED TO, ALL MATERIALS INCORPORATED THEREIN AND ALL FEATURES AND FUNCTIONALITY OF THE SITE). YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE SOLE, EXCLUSIVE AND MAXIMUM LIABILITY OF LULU ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SITE, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE \$100. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

LULU DOES NOT PROVIDE LEGAL, FINANCIAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL SERVICE ADVICE AND PROHIBITS THE USE OF ANY COMMUNICATION OR INFORMATION FROM LULU THAT YOU USE FOR SUCH PURPOSES EXCEPT FOR TAX STATEMENTS ISSUED BY LULU IN THE ORDINARY COURSE OF BUSINESS.

20. Intellectual Property

Lulu is the owner of all intellectual property rights, including all copyright, patents, and trademarks, associated with the Site, with all rights reserved, exclusive of Content provided by third parties, which is owned by the licensors of such Content. Lulu owns the design, format and layout of the Site. The Lulu logos and the names of all Lulu products and/or services as posted on the Site are trademarks and/or service marks or registered trademarks and/or service marks of Lulu. The Site is ©2002-2021 Lulu Holdings, Inc. and/or Lulu Press, Inc. All rights reserved.

All trademarks and service marks on the Site not owned by us are the property of their respective owners. The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

FOR AVOIDANCE OF DOUBT, AND WITHOUT LIMITING THE FOREGOING, YOU HAVE NO RIGHT TO POST, MAKE AVAILABLE TO OTHERS, OR OTHERWISE DISTRIBUTE IN ANY FORMAT ANY ELECTRONIC MATERIALS DOWNLOADED FROM THE SITE OR ANY DERIVATIVE WORKS OF SUCH MATERIALS.

21. Policy for Idea Content

Many of our customers are interested in submitting ideas and suggestions for products and services to be used at Lulu, either independently of, or in conjunction with, our internally developed concepts. We appreciate our customers' interest in improving the Site; however, please note that any such ideas or suggestions that you submit will be owned by Lulu, and you hereby irrevocably assign any intellectual property rights in such ideas and suggestions to Lulu. In the event that the foregoing assignment is held to be ineffective for any reason, your ideas and suggestions will be treated as Content, subject to the license granted to Lulu in Section 3 of these Terms. If you intend to retain any intellectual property rights in your ideas and suggestions (patent, trade secrets, copyright, trademark, etc.) please do not submit them to us without our prior written approval. You can inquire regarding such approval by sending a letter to:

Lulu Press P.O. Box 12018 Durham, NC 27709 ATTN: Idea Content- Legal Department

If we are interested in pursuing any idea or suggestion of yours, we will contact you. Please note that an additional legal agreement may be required by Lulu in order to evaluate your idea or suggestion.

22. Jurisdictional Issues

The Site is controlled and operated by Lulu from the United States of America, and is not intended to subject Lulu to the laws or jurisdiction of any state, country or territory other than that of the United States of America. Lulu does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

Lulu makes no representation that material on the Site is appropriate to or available at locations outside of the United States. You may not use the Site or export the Contents in violation of U.S. export regulations. If you access this Site from a location outside of the United States, you are responsible for compliance with all applicable local laws and payment of any local taxes that may be payable in connection with any purchase from the Site.

23. Miscellaneous

Lulu's headquarters and principal operations, including control and supervision of the Site, are based in Morrisville, North Carolina. This Agreement is governed by the laws of the State of North Carolina, without regard to its "choice of law" or "conflict of laws" provisions that would apply the laws of another jurisdiction. You agree that any dispute that cannot be settled by good faith negotiation shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The location of the arbitration shall be Raleigh, North Carolina. The arbitration shall be conducted by a single arbitrator with experience in computer/technology matters and in the publishing industry. The decision of the arbitrator(s) shall be legally binding, shall not be subject to appeal, and shall be enforceable in any court of competent jurisdiction. You and We (Lulu) each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration you and We each waive any right to a jury

trial. You or We may bring suit in court on an individual basis only, and not in a class, consolidated or representative action, to apply for injunctive remedies.

The Terms in Sections 16, 17, 18 and 19 relating to disclaimer of warranties, limitations of liability, indemnification and intellectual property shall survive termination of this Agreement. Notwithstanding, the arbitration requirement above, you agree to the jurisdiction of the State and Federal Court in the State of North Carolina, and Lulu has the right to seek additional remedies, including but not limited to injunctive relief, to enforce the aforementioned clauses or any other material provision of this Agreement.

Except for delay in payments due, if anything happens that is beyond reasonable control of either party (wars, sabotage, riots, labor disturbance, failure or delay of transportation, terrorist act, severe weather, natural disaster, act of God, etc.), then delays will be expected and performance may be excused. Lulu and its subcontractors or suppliers shall not be liable for any delay caused by the occurrence of such an event beyond their reasonable control.

This Agreement does not designate either party as the agent, employee, legal representative, partner or joint venturer of the other party for any purpose whatsoever.

References to business or distribution channel “partners” in connection with Lulu’s operations refers to organizations with which Lulu has business relationships and does not imply formal legal partnerships.

Every term of this Agreement is intended to be severable. If any term of this Agreement is found to be invalid or unenforceable, then such term will be deemed amended and interpreted, if possible, in a way that renders it enforceable. If such an interpretation is not possible, then the term will be deemed removed from this Agreement and the rest of this Agreement will remain in full force and effect.

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter.

These Terms are not assignable, transferable or sub-licensable by you except with our prior written consent.

These Terms may not be modified or amended except with our prior written consent.

Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

If you have any questions or comments regarding these Terms, please contact:
questionablecontent@lulu.com.

Appendix A. Lulu Content Policy and Guidelines

REVISED: September 12, 2017

Items sold through the Lulu Site must follow the content policy and guidelines detailed below. Producers or sellers of content are expected to conduct proper research to ensure that the content sold through the Lulu Site is in compliance with all local, state, national, and international laws. If Lulu determines that the content is prohibited, we may summarily remove or alter it without returning any fees the listing has incurred. Lulu reserves the right to make judgments about whether or not content is appropriate.

Pornography - X-rated text, photographs and movies, home porn, hard-core material that depict graphic sexual acts, and amateur porn are not permitted.

Offensive Material - Items such as crime-scene pictures, videos, pictures and videos of cruelty to animals, and extremely disturbing materials. This includes content that Lulu's deems to promote harm, threaten, promote the harassment, intimidation or abuse of, or promote discrimination against others based solely on race, ethnicity, national origin, sexual orientation, gender and gender identity, religious affiliation, age, disability, disease, or immigration status. Lulu reserves the right to determine the appropriateness of content sold on our Site. Also, be aware of cultural differences and sensitivities. Some materials may be acceptable in one country, but unacceptable in another. Please keep in mind our global community of customers.

Illegal Items - Content sold through the Lulu Site must adhere to all applicable laws. This includes the sale of content by individuals outside the United States. Some content that may not be sold include any products that may lead to the production of an illegal item or illegal activity.

Items that Infringe Upon an Individual's Privacy - Lulu holds personal privacy in the highest regard. Therefore, Content that infringes upon, or has potential to infringe upon, an individual's privacy is prohibited. Additionally, the sale of marketing lists (bulk e-mail lists, direct-mail marketing lists, etc.) is prohibited.

Rights of Publicity - Celebrity images and/or celebrity names cannot be used for commercial purposes without permission of the celebrity or their management. This includes unauthorized celebrity images.

Public Domain and Other Non-Exclusive Content - Lulu accepts public domain content for sale in the Lulu Bookstore. However, we may request that you provide proof that your submitted material is actually in the public domain and may choose to not sell a public domain title if its content is undifferentiated or barely differentiated from one or more books already available through our service or available through other retail sites. Please be aware that public domain content is only acceptable for retail distribution as a print book. Public domain eBooks are not accepted for retail distribution.

Appendix B. Content Retention Guidelines

REVISED: February 13, 2014

Quarantined Content

This includes any content that Lulu has decided should be suspended from sale on Lulu.com. Content can be suspended because it is believed to violate the terms of the Membership Agreement.

- **Policy:** All quarantined content will be deleted 6 months following quarantine.

Retired Content

Any Content where all versions of the project have been retired from sale.

- **Ebook Policy:** All files after 12 months from the time the project was retired will be deleted, except for files from versions that have previously sold.
- **Print Book Policy:** All files after 12 months from the time the project was retired will be deleted.

Draft Projects

Any content associated to an unpublished project.

- **Draft Project Policy:** Content files associated with an unpublished project will be deleted if the draft was created more than 12 months ago and has not been accessed in the last 6 months.

Previous Versions of Published Content

Previous versions of any book if the current version is published and available for sale. Once project files are older than 6 months:

- **Ebook Policy:** All files from any version that has sold will be retained. All files from the currently published (active) version will be retained. All files from the previously published version will be retained.
- **Print Book Policy:** All files from the currently published (active) version will be retained. All files from the previously published version will be retained. If the previously published version has not sold, the latest version that sold, in addition to the latest version, will be retained. All other versions will be deleted after 6 months.

Private Content

Any published content set to Private status that has not been purchased for a period of at least six months.

- **Policy:** All Private content will be deleted 6 months after the date of publication or last purchase date, whichever is longer.

LuluJr.com Retention of Data

Electronic files for LuluJr.com content are maintained for 12 months.