

## **Other Edition – Terms and Conditions**

Terms of Service

Terms of Sale

Gift Certificates and Other Edition Cards

Licensed Application End User License Agreement

### **Other Edition Store**

#### **TERMS OF SERVICE**

This is a legal agreement between you and Other Edition Ltd. (“Other Edition”) stating the terms that govern your use of the Other Edition Store service. This agreement – together with all updates, additional terms and all Other Edition rules and policies referred to in this agreement – collectively constitute the “Agreement” between you and Other Edition. To agree to these terms, click “Agree”. If you do not agree to these terms, do not click “Agree”, and do not use the service. You must accept and abide by these terms as presented to you; changes, additions, or deletions are not acceptable, and Other Edition may refuse access to the Other Edition Store for non-compliance with any part of this Agreement. This Agreement applies without prejudice to software licenses that you may have entered into, such as for the use of the Other Edition application.

1. Definition of the Other Edition Store Service. Other Edition is the provider of the Other Edition Store (the “Service”) that permits you to acquire a license for digital content including digital magazines, photos, sound recordings, videos, games and software under certain terms and conditions as set forth in this Agreement. Other Edition is the provider of the Other Edition application.

2. Use of the Service.

a. Age Requirements. This Service is available for individuals aged 18 years or older. If you are under the age of 18, you should review these terms and conditions with your parent or guardian to make sure that you and your parent or guardian understand these terms and conditions.

b. IMPORTANT SAFETY INFORMATION. (1) To avoid muscle, joint or eye strain during video game play, you should always take frequent breaks from playing, and stop and take a longer rest if your eyes, hands, wrists, or arms become tired or sore or you feel any other discomfort. (2) A very small percentage of people may experience seizures or blackouts when exposed to flashing lights or patterns, including while playing video games or watching videos. Symptoms may include dizziness, nausea, involuntary movements, loss of awareness, altered vision, tingling, numbness, or other discomforts. Consult a doctor before playing video games if you have ever suffered these or other symptoms linked to seizures and/or epilepsy, and stop playing immediately and see a doctor if these or similar symptoms occur during game play. Parents should monitor their children’s video game play for signs of symptoms.

3. Objectionable Material. You understand that by using the Service, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language. Nevertheless, you agree to use the Service at your sole risk and that Other Edition shall have no liability

to you for content that may be found to be offensive, indecent, or objectionable. Content types (including genres, sub-genres and Podcast categories and sub-categories and the like) and descriptions are provided for convenience, and you acknowledge and agree that Other Edition does not guarantee their accuracy.

4. System Requirements. Use of the Service requires a device such as a computer with the Other Edition application installed, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Service involves hardware, software, and Internet access, your ability to use the Service may be affected by the performance of these factors. High speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility. The Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

5. Applicable Terms. This Agreement applies to any use of the Service. Additional terms and conditions apply to purchases made through the Service ("Terms of Sale") and can be found at <http://www.otheredition.com>. Other additional terms and conditions apply to Gift Certificates, Other Edition Cards, Content Codes, and can be found at <http://www.otheredition.com> or viewed on the Service. If you have not already read such additional terms and conditions, you should do so now. Your purchase of software products made through the Service is subject to any end user agreements or other terms and conditions required for use of such products, all of which are hereby made a part of this Agreement.

6. Privacy. Except as otherwise expressly provided for in this Agreement, the Service is subject to Other Edition's Privacy Policy at <http://www.otheredition.com>, which is expressly made a part of this Agreement. If you have not already read Other Edition's Privacy Policy, you should do so now.

7. Your Information. You agree to provide accurate, current, and complete information required to register with the Service and at other points as may be required in the course of using the Service ("Registration Data"). You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. Other Edition may terminate your rights to any or all of the Service if any information you provide is false, inaccurate or incomplete. You agree that Other Edition may store and use the Registration Data you provide (including payment card information) for use in maintaining your accounts and billing fees to your payment card.

8. User Account Security.

a. Account and Password. As a registered user of the Service, you may receive or establish an account ("Account"). You are solely responsible for maintaining the confidentiality and security of your Account. You should not reveal your Account information to anyone else or use anyone else's Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify Other Edition of any unauthorized use of your Account or any other breach of security. Other Edition shall not be responsible for any losses arising out of the unauthorized use of your Account which is not due to the negligence of Other Edition.

b. Security. You will not access the Service by any means other than through software that is provided by Other Edition Inc. or its affiliated group companies (“Other Edition”) for accessing the Service. You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the software that is provided by Other Edition to access the Service in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the Service. Violations of system or network security may result in civil or criminal liability.

## 9. Purchase of Other Edition Content

a. Products Requirements. You acknowledge that certain uses of content acquired from the Service may require the use of other hardware and software products (e.g., a CD burner is required to burn a song to a CD, and a portable digital player is required to listen to or view content acquired from the Service on the go), and that such hardware and software is your responsibility. Once content is acquired and you receive such content, it is your responsibility not to lose, destroy, or damage such content, and Other Edition shall be without liability to you in the event of any loss, destruction, or damage to content which is not due to the negligence of Other Edition.

b. Use of Products. You agree that the Products are provided to you by way of license only. You understand that the Service, and products purchased through the Service, such as digital magazines, photographs, sound recordings, videos, games, software and related artwork (“Products”), include a security framework using technology that protects digital information (“Security Framework”). Some Other Edition Products do not contain a Security Framework. Your usage of the Products, whether or not protected by a Security Framework, is limited to certain usage rules established by Other Edition and its licensors (“Usage Rules”). You acknowledge that your usage of the Products is limited to the following Usage Rules. You agree to use Products in compliance with such Usage Rules.

### Usage Rules.

(i) Your use of the Products is conditional upon your prior acceptance of the terms of this Agreement.

(ii) Your license of Products, as authorized hereunder permits you to use the Products only for personal, non-commercial use, and not for redistribution, transfer, assignment or sublicense, to the extent permitted by law.

or details of your rights and restrictions on your rights to use the Products, see:

- <http://www.imro.ie/> and

- <http://www.imro.ie/faq/>

(iii) You shall be entitled to export, burn (if applicable) or copy Products solely for personal, noncommercial use.

(iv) Any burning (if applicable) or exporting capabilities are solely an accommodation to you and shall not constitute a grant or waiver (or other limitation or implication) of any rights of the copyright owners in any audio or video content, sound recording, underlying musical composition, or artwork embodied in any Product. You may use the CD to which you have burned your Products in the same ways in which you may use a CD purchased from a retail store, subject to Irish copyright laws.

(v) You agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of the Service or used to administer the Usage Rules, or interfere with, remove or alter any rights management information on the Products.

(vi) The delivery of Products does not transfer to you any commercial or promotional use rights in the Products.

(vii) Usage rules for software Products are governed by the terms of any end user agreement or other terms and conditions required for use of such products.

c. Content Security. You agree not to violate or attempt to violate any element of the Security Framework. You agree not to attempt to, or encourage or assist any other person to, circumvent, modify, reverse-engineer, decompile, disassemble, or otherwise tamper with any part of the Security Framework, or any other technology or software that is part of the Service or used to administer the Usage Rules, or interfere with, remove or alter any rights management information on the Products for whatever reason. Usage Rules may be controlled and monitored by Other Edition for compliance purposes, and Other Edition reserves the right to enforce the Usage Rules with or without notice to you.

d. You agree that your acquisition of Products constitutes your acceptance of and agreement to use such Products solely in accordance with the Usage Rules, and that any other use of the Products may constitute a copyright infringement. The security technology, if applicable, is an inseparable part of the Products. The Usage Rules shall govern your rights with respect to the Products, in addition to any other terms or rules that may have been established between you and another party.

e. You acknowledge that some aspects of the Service, Products, and administering of the Usage Rules entails the ongoing involvement of Other Edition.

f. The Service may offer interactive features that allow you to, among other things, submit or post information, materials or links to third party content on areas of the Service accessible and viewable by other users of the Service and the public. You represent and agree that your possible participation in any such activities and any use by you of such features, including any information, materials or links submitted or posted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, and that you have obtained all necessary rights, licenses or clearances. You further agree to provide accurate and complete information in connection with your submission or posting of any information or materials on the Service. Moreover, you hereby grant Other Edition a worldwide, royalty-free, non-exclusive license to use such materials as part of the Service, and in relation to Products, without any compensation or obligation to you. Other Edition reserves the right not to post or publish any materials, and to delete, remove or edit any material, at any time in its sole discretion without notice or liability.

Other Edition has the right, but not the obligation, to monitor any information and materials submitted or posted by you or otherwise available on the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that Other Edition in its sole discretion deems appropriate, including, without limitation, under Section 14 below or under Other Edition's Copyright Policy.

10. Territory. The Service is currently available worldwide. You agree not to use or attempt to use the Service from outside of the available territory, and that Other Edition may use technologies to verify your compliance.

11. Agreement to Pay.

a. Payment for Products. You agree to pay for all Products you purchase through the Service, and that Other Edition may charge your payment card or account for any

Products purchased, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your Account. You are responsible for the timely payment of all fees and for providing Other Edition with a valid payment card or account details for payment of all fees. All fees will be billed to the payment card, or the account, you designate during the registration process. If you want to designate a different payment card or if there is a change in your payment card or account status, you must change your payment card or account information online at the Account Info section of the Service. (There may be a temporary disruption of your access to the Service until Other Edition can verify the validity of the new payment card or account information.)

b. Right to Change Prices and Availability of Products. Prices and availability of any Products are subject to change at any time with respect to future purchases only.

c. Electronic Signatures and Contracts. Your use of the Service includes the ability to enter into agreements and/or to make purchases electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for such agreements and purchases. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions that you enter into on this site, including notices of cancellation, policies, contracts and applications.

d. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

## 12. Right of Withdrawal and Delivery of Products.

a. You have the right to withdraw from your purchase without penalty and without giving any reason until delivery of the Products has started.

b. Interrupted Delivery. If delivery of a Product you purchased using Wi-Fi on a computer is interrupted, your transaction will be included in your download queue. You may resume the delivery to your Other Edition-authorized device by selecting “Check for Available Downloads” in the Store menu in Other Edition on your computer.

## 13. Intellectual Property.

a. Acknowledgement of Ownership. You agree that the Service, including but not limited to Products, graphics, user interface, audio clips, editorial content, and the scripts and software used to implement the Service, contains proprietary information and material that is owned by Other Edition and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with the terms of this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted hereunder. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service, in any manner, and you shall not exploit the Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

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c. Copyrights. All copyrights in and to the Service, including but not limited to, the Other Edition Store (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources, are owned by Other Edition and/or its licensors, who reserve all of their rights in law and equity. The use of any part of the Service, except for use of the Service as permitted in these Terms of Service, is strictly prohibited and infringes on the intellectual property rights of others and may subject you to civil and criminal penalties, including possible monetary damages, for copyright infringement.

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#### 14. Termination.

a. Termination by Other Edition. If you fail, or Other Edition has strong grounds to believe that you have failed, to comply with any of the provisions of this Agreement, including but not limited to failure to make payment of fees due, failure to provide Other Edition with a valid payment card or with accurate and complete Registration Data, failure to safeguard your Account information, violation of the Usage Rules or any license to the software, or infringement or other violation of third parties' rights, Other Edition, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to the Service (or any part thereof).

b. Termination of the Service. Other Edition reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time and Other Edition will not be liable. To the extent possible, Other Edition will warn you in advance of any modification, suspension or discontinuation of the Service. Termination of the Service will not affect the Products that you have already acquired. However, you may be unable to authorize additional computers to use Products protected by the Security Framework.

15. General Compliance with Laws. The Service is controlled and operated by Other Edition from its offices in Ireland. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service.

16. Enforcement of These Terms. Other Edition reserves the right to take steps Other Edition believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Other Edition's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights). You agree that Other Edition has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a

third party, as Other Edition believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Other Edition's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights).

17. No Responsibility for Third-Party Materials or Web sites. Certain content, Products, and services available via the Service may include materials from third parties. In addition, Other Edition may provide links to certain third party Web sites. You acknowledge and agree that Other Edition is not responsible for examining or evaluating the content or accuracy of any such third-party material or Web sites. Other Edition does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or Web sites, or for any other materials, products, or services of third parties. Links to other Web sites are provided solely as a convenience to you. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party, and that Other Edition is not in any way responsible for any such use by you.

18. Disclaimer of Warranties; Liability Limitations.

a. Other Edition will provide the Service with reasonable care and skill. Other Edition does not make any other promises or warranties about the Service and in particular does not warrant that:

(i) your use of the Service will be uninterrupted or error-free. You agree that from time to time Other Edition may remove the Service for indefinite periods of time, or cancel the Service at any time for technical or operational reasons and will, to the extent practicable, notify you of this;

(ii) the Service will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion which shall be events of Force Majeure, and Other Edition disclaims any liability relating thereto. You shall be responsible for backing up your own system, including any Products purchased from the Other Edition Store that are stored in your system.

b. Except as set out in section 18(d), in no case shall Other Edition, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any loss or damage caused by Other Edition, its employees or agents where:

(i) there is no breach of a legal duty of care owed to you by Other Edition or by any of our employees or agents;

(ii) it is not a reasonably foreseeable result of any such breach;

(iii) any increase in loss or damage results from breach by you of any term of this Agreement; or

(iv) it results from a decision by Other Edition to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of Other Edition's conclusion that a violation of this Agreement has occurred; or

(v) it relates to loss of income, business or profits, or any loss or corruption of data in connection with your use of the Service.

c. Other Edition shall use reasonable efforts to protect information submitted by you in connection with the Services, but you acknowledge and agree that your submission of such information is at your sole risk, and Other Edition hereby disclaims any and all liability to you for any loss or liability relating to such information in any way.

d. Nothing in this Agreement removes or limits Other Edition's liability for fraud, or for death or personal injury caused by its negligence.

19. By using the Service, you agree you are liable to Other Edition, its directors, officers, employees, affiliates, agents, contractors, and licensors for any claims arising out of your breach of this Agreement, or any action taken by Other Edition as part of its investigation of a suspected violation of this Agreement or as a result of its findings or decision that a violation of this Agreement has occurred.

20. Changes. Other Edition reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be communicated to you and, if accepted, will be effective immediately and will be incorporated into this Agreement. In the event that you refuse to accept such changes, Other Edition will have the right to terminate the Agreement and prevent further purchases by you from the Other Edition Store.

21. Notices. Other Edition may send you notice with respect to the Service by sending an email message to the email address listed in your Other Edition Account contact information, by sending a letter via postal mail to the contact address listed in your Other Edition Account contact information, or by a posting on the Other Edition Store. Notices shall become effective immediately.

22. Governing Law. This Agreement and the use of the Service is governed by Irish law.

23. Miscellaneous. This Agreement constitutes the entire agreement between you and Other Edition and governs your use of the Service, superseding any prior agreements between you and Other Edition. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third party content, or third party software. Other Edition's failure to enforce any right or provisions in these Terms of Service will not constitute a waiver of such provision, or any other provision of these Terms of Service. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect. Other Edition will not be responsible for failures to fulfill any obligations due to causes beyond its control.

About Other Edition: Our registered number is 476342 and our registered office is at 74 Northumberland Road, Ballsbridge, Dublin 4, Ireland.

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### **Other Edition Store TERMS OF SALE**

This is a legal agreement between you and Other Edition Ltd. ("Other Edition") stating the terms that apply to any purchase on the Other Edition Store. These Terms of Sale apply in addition to the Terms of Service of the Other Edition Store Service

("Terms of Service"). By agreeing to the Terms of Service, you have agreed to these Terms of Sale.

Purchases from the Other Edition Store are available to you worldwide. The Other Edition Store is provided by Other Edition.

#### SALES TO END USERS ONLY

The Other Edition Store sells Products to end user customers only.

#### CANCELLATION POLICY

All Sales are final. You do not have a right to withdraw from a purchase on the Other Edition Store once delivery of the Products has started. The Other Edition Store service commences immediately when you begin to download Products from the Other Edition Store and you will not have a right to cancel your contract once the service commences.

#### PAYMENT METHODS

The Other Edition Store accepts credit and debit cards, payment through your account and Other Edition Store Gift Certificates, Other Edition Cards, Content Codes balances as forms of payment. If a credit or debit card company, or your account, is being used for a purchase, Other Edition may obtain a pre-approval from the credit or debit card company or from (as the case may be) for an amount up to the amount of the order. Billing to your credit or debit card or to your account occurs at the time of purchase or shortly thereafter. If the balance from an Other Edition Store Gift Certificate or Other Edition Card is used for an Other Edition Store Purchase, the amount is deducted from your account or your Other Edition Card (as the case may be) at the time of purchase. If the total amount of the purchase is greater than the balance available in your Gift Certificate or Other Edition Card, your credit card or debit card, or account, will be charged for the balance.

The Other Edition Store accepts the following payment cards: Visa®, MasterCard®, Laser, Maestro International, Diners® and American Express®.

#### PLEASE NOTE:

\* Credit cards and cheque cards have daily spending limits that may prevent the processing of your order.

\* If a purchase has been declined online due to credit or debit card issues, or issues with your account, please ensure all data is correct and resubmit. If the transaction is not accepted online, you will be unable to use that card or your account for your purchase and should use another payment card.

#### BILLING

If you are purchasing using your account, your order may be authorized and billed in gradual increments during one purchasing session as you click the "Buy" button. Depending on the size of your order, this may appear as multiple orders and billings on your payment card statement.

If you use the Shopping Cart functionality, you will have one order that authorizes and bills as a single transactions.

#### GIFT CERTIFICATE TRANSACTIONS

Gift Certificates may be redeemed for Other Edition Store purchases only and are non-refundable for cash. They cannot be used for purchases on the Other Edition Online Store or used in Other Edition Retail Stores. Purchases for Gift Certificates may be purchased only in whole pound increments or designated amounts. Gift Certificates may not be used to purchase other Gift Certificates, Other Edition Cards or Monthly Gifts.

#### PRE-ORDERS

By pre-ordering Products, you are authorizing the Other Edition Store to automatically charge your account and download the product when it becomes available. You may cancel your pre-order prior to the time the item becomes available by going to your Account page and clicking Manage Pre-orders on your computer, or in the downloads section. Pre-orders purchased from your computer can only be managed and downloaded on your computer.

#### Other Edition CARDS

Other Edition Cards are for purchases on the Other Edition Store only. Other Edition Cards may not be used for gifts, or purchases on the Other Edition Online Store or in Other Edition Retail Stores. Other Edition Cards are non-refundable. Other Edition Cards may not be used to purchase Gift Certificates or other Other Edition Cards.

#### GIFTS

Gifts purchased from the Other Edition Store are non-refundable. Gifts may not be purchased with Other Edition Cards or Gift Certificates.

#### DORMANT GIFT CERTIFICATES AND Other Edition CARDS

Gift Certificates and Other Edition Cards, and unused portions of Gift Certificates and Other Edition Cards, expire on the later of, two years from the date of issuance, and two years from the date of last activity if applied to an Other Edition Store Account.

#### UPGRADES

The latest version of the Other Edition software is recommended to access the Other Edition Store. From time to time, an upgrade to the latest version of the Other Edition software may be required in order to make purchases from the Other Edition Store, to download Products previously purchased from the Other Edition Store (for example, Products in your download queue) or to take advantage of new features of the Other Edition Store. The latest version of the Other Edition software is available for download and no charge, and the minimum system requirements for running it are provided at <http://www.otheredition.com>. Use of Other Edition software is subject to acceptance of its software license agreement presented at the time of installation. For any additional questions regarding required upgrades, please contact Other Edition Store Customer Service.

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visiting the following URL: <http://www.otheredition.com> and completing the email form. Responses to emails will be provided as soon as possible.

#### CONTENT USAGE RULES

Your use of any Products purchased from the Other Edition Store is conditioned upon your prior acceptance of the Terms of Service, including, without limitation, the Usage Rules set forth therein.

#### OTHER TERMS AND CONDITIONS

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Other Edition reserves the right to change the Terms of Sale of the Other Edition Store at any time. Any new or revised Terms or Sale will be communicated to you. In the event that you refuse to accept the revised Terms of Sale, you will not be able to purchase Products from the Service and Other Edition will have the right to suspend or terminate the Agreement with you and prevent you from making further purchases from the Other Edition Store.

All sales on the Other Edition Store are governed by Irish law.

If any of the terms in these Terms of Sale are not valid or legally enforceable, the other terms will not be affected.

About us: Our registered number 476342 and our registered office is at 74 Northumberland Road, Ballsbridge, Dublin 4, Ireland.

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#### **Other Edition Store**

#### **Gift Certificates and Other Edition Cards**

#### **TERMS AND CONDITIONS**

1. These Terms and Conditions are supplementary to the Other Edition Store Terms of Sale, and apply specifically to gift certificates and Other Edition Cards.
2. Gift certificates and Other Edition Cards unused portions of gift certificates and Other Edition Cards expire the later of, two years from the date of issuance, and two years from the date of last activity if applied to an Other Edition Store Account.
3. Gift certificates and Other Edition Cards unused balances, are not redeemable for cash and cannot be returned for a cash refund, exchanged, resold or used to purchase gift certificates or Other Edition Cards.
4. Gift certificates and Other Edition Cards must be redeemed through the Other Edition Store only, open only to persons above the age of 18. Not all products may be available. Content and pricing subject to availability at the time of actual download. Internet access (fees may apply) and compatible software and hardware are required.
5. Access to, redemption of gift certificates and Other Edition Cards on, purchases from, and use of products purchased on, the Other Edition Store, is subject to acceptance of its Terms of Sale presented at the time of redemption or purchase, and found at <http://www.otheredition.com>.
6. The latest version of the Other Edition software is recommended to access the Other Edition Store. You may download the latest version of the Other Edition Software at no charge, and review the minimum system requirements for running the Other Edition Software, at <http://www.otheredition.com>. Use of Other Edition

software is subject to acceptance of its software license agreement presented at the time of installation.

7. Any unused balance will be placed in the recipient's applicable gift certificate/Other Edition Card account and is not transferable.

8. If your order exceeds the amount of your gift certificate or Other Edition Card, you must establish an Other Edition Store customer account and pay for the balance with a credit or debit card as detailed in the Terms of Sale.

9. Except as stated otherwise, data collection and use are subject to Other Edition's Privacy Policy, which can be found at <http://www.otheredition.com>.

10. Other Edition is not responsible for any loss or damage you suffer as a result of lost or stolen gift certificates or Other Edition Cards without your knowledge or permission. If you have any questions, please visit Other Edition Store Customer Service at <http://www.otheredition.com>.

11. Other Edition reserves the right to close customer accounts and request alternative forms of payment if a gift certificate or an Other Edition Card is fraudulently obtained or used on the Other Edition Store.

12. If any gift certificate or Other Edition Card is non-functional Other Edition will replace such non-functional gift-certificate or Other Edition Card. Your statutory rights are not affected.

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