

# Monarch Reader

## Terms of Service

**Effective Date: September 1st, 2024**

Monarch Reader's products and services are provided by Building Wings LLC ("BW" or "We" or "Us"). These Terms of Service ("Terms") govern your access to and use of Monarch Reader's website, products, and services ("Products").

### 1. Agreeing to the Terms

By accessing or using Monarch Reader, you agree to be bound by these Terms, and Privacy Policy.

- 1.1. If you create an account on behalf of an Educational Institution, company, or other entity ("Organization"), then (a) "you" includes you and the Organization, and (b) you represent and warrant that you are authorized to grant all permissions provided in these Terms and bind the Organization to these Terms, and that you agree to these Terms on the Organization's behalf.
- 1.2. If you are at least 18 years of age and you provide education to students, you may register an Educator Account. You represent and warrant that you will use all information collected by Monarch Reader solely to provide education-related services. You represent and warrant that you are responsible for complying with the Family Educational Rights and Privacy Act ("FERPA") and The Children's Online Privacy and Protection Act ("COPPA").
- 1.3. If you are under 18, you are not permitted to create an account on Monarch Reader for book creation and sharing.

### 2. Changes to the Terms of Use

We reserve the right to modify the Terms at any time, but you will be notified on Monarch Reader's login page or by some other means. We will not change the Terms in any material way without providing notice of the change via email to you and obtaining consent to any new uses. If you do not agree with the new terms, you may reject them, but you will need to terminate your account and/or stop using Monarch Reader. Your continued use constitutes your acceptance of the new Terms.

### 3. Using Monarch Reader

#### 3.1. Account Registration and Security

As a condition of using Monarch Reader **Create!**, you must register for an account. Accounts can be created with a password and a valid email address. Accounts can also be created through an Integrated Service such as, but not limited to, "Google Sign-In."

You will provide true, accurate, complete, and updated account information. You are responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account. If you learn of any unauthorized use of your account, contact us at [support@buildingwings.com](mailto:support@buildingwings.com). You may not create an account with the name or email of another person without that person's prior authorization. Use of another person's login is only permitted for troubleshooting and technical setup if absolutely necessary.

You may not transfer your account to anyone without express prior written consent of Building Wings LLC. An account can be created for and accessed by a single individual only. You may not share an account with anyone without express prior written consent of Building Wings LLC. Violation of any of the foregoing may result in immediate termination of your account, revocation of your ability to use Monarch Reader, and may subject you to reimburse us for unauthorized accounts, pay for past use, state and federal penalties, and other legal consequences.

Building Wings reserves the right, but will have no obligation, to investigate your use of Monarch Reader in order to determine whether a violation of the Terms has occurred or to comply with any applicable law, regulation, legal process or governmental request.

### 3.2. Free Use Cases

- a. Anonymous users, meaning no login or account required.  
Users may go to Monarch Reader to Read Books, Read Book Collections, Rate and Report a book.
- b. Create! an account (logged in users).  
You can also create books, set up personal bookshelves, add favorites, share drafts, and submit for publishing, along with options for anonymous users.

### 3.3. Creators account

Every individual aged 18 and over who signs up for a free account can create books, set up bookshelves, and submit a book for publishing.

- a. **By creating an account and submitting the activation form, you agree to be contacted via email. You can unsubscribe at any time, and you will be promptly removed from future mailing.**

#### b. Create Books

When creating books, all books data will be stored in your local browser. By clearing your cache or using a different device you will not have access to your books that are in draft mode. You can download or export books at any stage, and it is your responsibility to do so if you wish to preserve the content.. You may share a link for other users to read your draft books. The type of content is solely your responsibility as draft content is not stored on our servers or systems. In the event we are contacted by a party, reports of books containing hateful, malicious content, your account will be revoked. You have the right to dispute the report by contacting [legal@buildingwings.com](mailto:legal@buildingwings.com)

#### c. Submit request to have your book published

**You can submit a request to have your books published for public viewing. Public viewing means any user visiting Monarch Reader.**

**Submitting your book for publishing you are agreeing to the terms that your book does not contain any personally identifiable information. (PII), copyrighted material, hateful and discriminatory language.**

**Examples of PII,**

**Any information that can be used to distinguish or trace an individual's identity, such as name, address, social security or phone number, date and place of birth, mother's maiden name, or biometric records: and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.**

**Books requested for publishing will be reviewed before making them public.**

**Any books with PII, copyrighted material, hateful & discriminatory language will be rejected and removed from the server.**

You can download books at any stage, and it is your responsibility to do so if you wish to preserve the content.

#### d. Published Approved Books:

By submitting a book for publishing on our website, you grant us a perpetual, irrevocable, non-exclusive right to retain and display your book. Once your book is approved for publishing, it will be permanently available on our platform, even if you choose to deactivate your account or remove other content.

### **3.4. Integrated Service**

Monarch Reader permits you to register for an account through third party integrated services, such as, but not limited to, “Google Sign-in.” By registering with an Integrated Service, you agree that Building Wings LLC may access your unique identifier provided by the Integrated Service and your registration information: your first name, last name, and email address.

### **3.5. Use by Children under 18 (Student User)**

- a. **Student users are free to browse and read books without logging into an account.**
- b. **If you are a student User, you may not create an account. If we learn we have collected personal information from a student User, we will delete that account and all associated information as quickly as possible.**

### **3.6. Educator User**

If you are at least 18 years of age and you provide education to students, you may register an Educator Account. You represent and warrant that you will use all information collected by Monarch Reader solely to provide education-related services. You represent and warrant that you are responsible for complying with the Family Educational Rights and Privacy Act (“FERPA”) and The Children’s Online Privacy and Protection Act (“COPPA”).

### **3.7. Collection and Use of Personal Information**

For information about Monarch Reader’s policies and practices regarding the collection and use of personal information, please read Monarch Reader’s Privacy Policy. The Privacy Policy is incorporated by reference and made part of these Terms. By agreeing to these Terms, you agree that your use of Monarch Reader is governed by the Privacy Policy.

## **4. Saving Sensitive Information**

Data is transmitted securely through Secure Socket Layer (SSL) and is encrypted while at rest on our servers. See the Privacy Policy for more information on what is saved on Monarch Reader’s servers.

## **5. Miscellaneous**

- No Student records are collected by Monarch Reader.
- Copyright Notice. All the visual interfaces, design, compilation, information, source code, object code, services, and all other elements of Monarch Reader are protected under the copyright laws of the United States and other countries. Any unauthorized reproduction, derivative work, distribution, in whole or in part and by any means, electronic or otherwise, of Monarch Reader material or licensed material is strictly prohibited and may subject the offender to civil liability and severe criminal penalties (Title 17, United States Code, Sections 501 and 506).
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- Relationship of Parties. This Agreement shall not be construed as creating a legal agency, partnership, joint venture or any other form of legal association and shall not represent to the contrary, whether expressly, by implication, appearance or otherwise.
- Waiver; Construction. Failure by BW to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Each party acknowledges and confirms that it has reviewed this

Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation and/or construction of this Agreement.

- Assignability. Neither this Agreement nor any interest, licenses, or rights may be assigned, transferred, or conveyed, in whole or in part. Any assignment in violation of this Agreement is deemed null and void. BW shall have the right to assign, transfer, or convey any interest, licenses, or rights, in whole or in part of this Agreement.
- Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- Limitation of Liability. **UNDER NO CIRCUMSTANCES SHALL BW, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF OR RELATING TO Monarch Reader OR YOUR USE, YOUR RELIANCE ON THE Monarch Reader, MODIFICATION, PRODUCTION, DELIVERY, MISUSE OR INABILITY TO USE THE Monarch Reader OR ANY PORTION THEREOF, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF BW OR BW'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. In no event shall BW's total liability to YOU for all damages, losses and any cause of action whatsoever (whether in contract, tort (including negligence) or otherwise exceed the price paid by You in the twelve month period preceding this applicable claim for the use of Monarch Reader. YOU AGREE TO BEAR ALL COSTS RESULTING FROM THE USE OF Monarch Reader. BW ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN CONTENT OR OTHER DOCUMENTS WHICH ARE REFERENCED OR LINKED TO Monarch Reader. Monarch Reader may contain links to third party sites on the internet that are not under the control of BW. BW is not responsible for the content or availability of any linked third party sites.**
- Duty to Back Up Computer System, Data, and User Content. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO MAINTAIN BACKUP COPIES OF YOUR COMPUTER SYSTEM AND ANY AND ALL DATA OR ELECTRONIC FILES OF INCLUDING, BUT NOT LIMITED TO, ANY AND ALL DOCUMENTS, INFORMATION, PROGRAMS, USER CONTENT, OR OTHERWISE THAT ARE USED, POSTED, STORED, OR HOSTED BY BW, OR OTHERWISE USED IN CONJUNCTION WITH Monarch Reader ("DATA"). YOU FURTHER AGREE THAT BW IS NOT RESPONSIBLE FOR ANY DATA (AS DEFINED HEREIN).
- Responsibility. You agree to bear all costs resulting from the use of Monarch Reader. BW assumes no responsibility for errors or omissions in content or other documents which are referenced by or linked to this service. Monarch Reader may contain links to third party sites on the Internet that are not under the control of BW. BW is not responsible for the content or availability of any linked third party sites.
- Dispute Resolution. All claims, disputes, controversies, differences or misunderstandings between the parties hereto arising under, out of, or in connection with this Agreement which cannot be amicably settled and resolved by the parties hereto, shall be finally settled or determined by arbitration before a panel of arbitrators in Chicago, Illinois, in accordance with the rules of the American Arbitration Association and any final award rendered in such arbitration shall be binding upon the parties and shall be enforceable in any court of competent jurisdiction.
- Limited License; Permitted Uses. BW grants to each authorized User a non-exclusive, non-transferable, non-assignable limited license to access and use Monarch Reader for their personal, non-commercial use. All other license rights not specifically granted herein, whether by estoppel, implication, or otherwise, are expressly reserved by BW and any other use of the BW Services are strictly prohibited. BW further reserves the right, at its sole discretion, to revoke this limited license at any time and without notice. This BW Service is owned by Building Wings LLC or its suppliers and is protected by United States copyright laws and international treaty provisions.
- Retention of Rights. BW reserves all rights not expressly granted to you in this Agreement. You acknowledge and agree that: (i) except as specifically set forth in this Agreement, BW retains all rights, title and interest in and to Monarch Reader, and to any modifications, enhancements or derivative works thereof created by BW, and you

acknowledge and agree that they do not acquire any rights, express or implied, therein, (ii) any configuration or deployment of Monarch Reader shall not affect or diminish BW's rights, title, and interest in and to Monarch Reader, and (iii) if you suggest any new features, functionality, or performance enhancements for Monarch Reader that BW subsequently incorporates into Monarch Reader, such new software or features, functionality, or performance enhancements of shall be the sole and exclusive property of BW.

- Disclaimers. You expressly acknowledge and agree that use of Monarch Reader is at your sole and entire risk. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN AN AGREEMENT BETWEEN YOU AND BW, Monarch Reader IS PROVIDED "AS IS" AND THAT USE IS AT YOUR SOLE AND ENTIRE RISK. **YOU ASSUME ALL RISK AS TO THE SELECTION, USE, PERFORMANCE AND QUALITY OF Monarch Reader AND AGREE NOT TO USE Monarch Reader IN ANY SITUATION WHERE SIGNIFICANT DAMAGE OR INJURY TO PERSONS, PROPERTY, OR BUSINESS COULD OCCUR FROM SOFTWARE ERROR. Monarch Reader IS PROVIDED WITHOUT WARRANTY OF ANY KIND AND BW EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. BW DOES NOT WARRANT INTERFERENCE WITH YOUR ENJOYMENT OF Monarch Reader OR THAT THE FUNCTIONS CONTAINED IN Monarch Reader WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF Monarch Reader, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT Monarch Reader WILL BE AVAILABLE AT ALL TIMES, OR THAT DEFECTS IN Monarch Reader WILL BE CORRECTED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF Monarch Reader IS ASSUMED BY YOU. FURTHERMORE, BW DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF Monarch Reader IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BW OR BW'S AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD Monarch Reader PROVE DEFECTIVE, YOU (AND NOT BW OR BW'S AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSION MAY NOT APPLY HERE.**
- **BW does not control and is not responsible for what You or other Users create or upload through Monarch Reader and is therefore not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content that You may encounter. You also agree that BW shall not be responsible in any manner whatsoever for Your conduct in respect to Monarch Reader.** Monarch Reader may be distributed internationally and may contain references to products and services that have not been released in your country. These references do not guarantee that BW intends to release those products and services in your country.
- **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without regard to its conflicts of law provisions.
- **Building Wings LLC** makes no representation that information on this Website is appropriate or available for use in all countries, and prohibits accessing materials from territories where contents are illegal. Those who access Monarch Reader may do so on their own initiative and shall be responsible for compliance with all applicable laws.
- **Export Control Laws.** Monarch Reader is subject to export controls administered by the United States, and other countries. Diversion contrary to U.S. law, where applicable, is strictly prohibited. Export, re-export or import of certain products, software, documentation and information may require action on your behalf prior to purchase and it is your responsibility to comply with all applicable international, national, provincial, state, regional and local laws, and regulations, including any applicable import and use restrictions. By downloading or using Monarch Reader, you are agreeing to the foregoing and all applicable export control laws.
- When you use Monarch Reader, you agree to have your data transferred and processed and stored in the United States of America. Given this information, if this use of Monarch Reader would violate any law that is applicable to you, your right to use these services is revoked.
- **Termination.** Upon termination, you agree to immediately stop any further use. BW reserves the right to delete all data at termination. Provisions which, by their nature should remain in effect beyond termination of the Agreement shall survive, including but not limited to Retention of Rights, Limitation of Liability, and Disclaimers. The termination

of this Agreement shall be without prejudice to any and all other rights or remedy available to BW as a result of your breach.

- Force Majeure. Neither BW nor your organization shall be liable for any breach of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes or container shortages, requirements or regulations of any civil or military authority.
- Integration. BW and you agree that this Amendment sets forth the entire Agreement and understanding between them as to the subject matter hereof and merge any and all prior discussions between them. Neither BW nor you shall be bound by any warranties, understandings, or representations other than as expressly provided herein and in this Agreement.
- Taxes. You shall, in addition to the other amounts payable under this Agreement, pay all taxes including but not limited to sales, and other taxes, federal, state, local, use, excise, value-added, privilege or assessments or governmental charges, or otherwise, and any other types of taxes, however designated, which are levied or imposed by reason of the transactions contemplated or relating to this Agreement.
- Entire Agreement. This document constitutes the entire Agreement between the Parties and supersedes any and all prior or contemporaneous understandings or Agreements, whether written or oral. Except as expressly set forth herein, the Parties make no warranties, representations, covenants, or Agreements, express or implied. This Agreement shall not be modified except by a written agreement executed by an authorized representative of BW and you.

## 6. Contact Information

Building Wings LLC welcomes your comments regarding the legal terms. If you have any questions or comments regarding the legal terms, please contact us electronically or via postal mail at the address provided below and Building Wings LLC will use commercially reasonable efforts to promptly determine and remedy the problem.

Building Wings LLC Attn:  
Legal Department  
26799 W. Commerce Drive Volo,  
Illinois 60073  
info@buildingwings.com Subject Line: Attn: Legal Department