Ambrose Video Publishing, Inc.

Terms of Service

A license in house with Ambrose Video Publishing Inc supersedes this Terms of Service.

Institutions may also abide by the terms of SERU. Contact our Sales Department for details.
THIS IS A LEGAL AGREEMENT BETWEEN YOU AND Ambrose Video Publishing INC. ("AMBROSE") STATING THE TERMS THAT GOVERN YOUR USE OF THE Ambrose Digital SERVICE. THIS AGREEMENT - TOGETHER WITH ALL UPDATES, ADDITIONAL TERMS, AND ALL OF AMBROSE'S RULES AND POLICIES - COLLECTIVELY CONSTITUTE THE "AGREEMENT" BETWEEN YOU AND AMBROSE. YOU MUST ACCEPT AND ABIDE BY THESE TERMS AS PRESENTED TO YOU: CHANGES, ADDITIONS, OR DELETIONS ARE NOT ACCEPTABLE, AND AMBROSE MAY REFUSE ACCESS TO THE Ambrose Digital STORE FOR NONCOMPLIANCE WITH ANY PART OF THIS AGREEMENT.

1. Definition of the Ambrose Digital Service. AMBROSE is the provider of the Ambrose Digital Service (the "Service") that permits you to purchase digital content under certain terms and conditions as set forth in this Agreement.

2. Age requirements for use of the Service. This Service is available for individuals aged 13 years or older. If you are 13 or older but 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.

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 AMBROSE shall have no liability to you for content that may be found to be offensive, indecent, or objectionable. Content types and descriptions are provided for convenience, and you acknowledge and agree that AMBROSE does not guarantee their accuracy.

4. System Requirements. Use of the Service requires one or more compatible devices, 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 required. 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. Policies and Rules. Your use of the Service and purchases made through it are subject to AMBROSE's Terms of Sale, which can be readily viewed on the Service, and any end-user agreements or other terms and conditions required for use of the Service, all of which are hereby made a part of this Agreement. If you have not already read AMBROSE's Terms of Sale, you should do so now.

6. AMBROSE's Privacy Policy. Except as otherwise expressly provided for in this Agreement, the Service is subject to AMBROSE's Privacy Policy , which is expressly made a part of this Agreement. If you have not already read AMBROSE'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. AMBROSE may terminate your rights to any or all of the Service if any information you provide is false, inaccurate or incomplete. You agree that AMBROSE may store and use the Registration Data you provide (including credit cardl account information) for use in maintaining your accounts and billing fees to your credit card.

8. User Account and 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 AMBROSE of any unauthorized use of your Account or any other breach of security. AMBROSE shall not be responsible for any losses arising out of the unauthorized use of your Account.

b. Security. You understand that the Service, and products purchased through the Service, include a security framework using technology that protects digital information and limits your usage of Products to certain usage rules established by AMBROSE and its licensors ("Usage Rules"). You agree to comply with such Usage Rules, as further outlined below, and you agree not to violate or attempt to violate any security components. You agree not to attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to such Usage Rules for any reason whatsoever. Usage Rules may be controlled and monitored by AMBROSE for compliance purposes, and AMBROSE reserves the right to enforce the Usage Rules with or without notice to you. You shall not access or attempt to access an Account that you are not authorized to access. Violations of system or network security may result in civil or criminal liability.

9. Purchase of AMBROSE Content

a. Products Requirements. You acknowledge that use of Products may require the use of other hardware and software products, and that such hardware and software is your responsibility. Once a Product is purchased and you receive the Product, it is your responsibility not to lose, destroy, or damage the Product, and AMBROSE shall be without liability to you in the event of any loss, destruction, or damage.

b. Use of Products. You acknowledge that Products contain security technology that limits your usage of Products to the following Usage Rules, and, whether or not Products are limited by security technology, you agree to use Products in compliance with the applicable Usage Rules.

Usage Rules

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

(ii) You shall be authorized to use the Products only for personal, noncommercial use.

(iii) You agree that you will not attempt to, or encourage or assist any other person to make use of your user name and password to stream a film you have purchased.

(v) You shall not be entitled to burn Products.

(vi) 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.

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

c. You agree that your purchase 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. AMBROSE reserves the right to modify the Usage Rules at any time.

d. You acknowledge that some aspects of the Service, Products, and administering of the Usage Rules entails the ongoing involvement of AMBROSE. Accordingly, in the event that AMBROSE changes any part of the Service or discontinues the Service, which AMBROSE may do at its election, you acknowledge that you may no longer be able to use Products to the same extent as prior to such change or discontinuation, and that AMBROSE shall have no liability to you in such case

e. 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 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, objectionable or in poor taste, 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 AMBROSE 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.

AMBROSE 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.

AMBROSE 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 AMBROSE in its sole discretion deems appropriate.

10. Territory. The Service is currently available only in the United States, and is not available in any other location. You agree not to use or attempt to use the Service from outside of the available territory, and that AMBROSE 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 AMBROSE may charge your credit card 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 AMBROSE WITH A VALID CREDIT CARD FOR PAYMENT OF ALL FEES. All fees will be billed to the credit card you designate during the registration process. If you want to designate a different credit card or if there is a change in your credit card account status, you must change your credit card information online at the Account Info section of the Service. (There may be a temporary disruption of your access to the Service until AMBROSE can verify the validity of the new credit card information.)

b. Right to Change Prices and Availability of Products. Prices and availability of any Products are subject to change at any time.

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 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. Delivery of Products.

Technical Problems. On occasion, technical problems may delay or prevent delivery of your Product. Your exclusive and sole remedy with respect to Product that is not delivered within a reasonable period will be either replacement of such Product, or refund of the purchase price paid for such Product, as determined by AMBROSE.

13. Intellectual Property.

a. Acknowledgement of Ownership. You agree that the Service, including but not limited to Products, graphics and editorial content, contains proprietary information and material that is owned by AMBROSE 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.

b. Removal of AMBROSE Content or Other Materials. Notwithstanding any other provision of this Agreement, AMBROSE and its licensors reserve the right to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of the Service at any time without notice. In no event will AMBROSE be liable for the removal of or disabling of access to any such Products, content or materials under this Agreement. AMBROSE may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability.

c. Copyrights. All copyrights in and to the Service are owned by AMBROSE and/or its licensors, who reserve all 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.

d. Trademarks. AMBROSE, the AMBROSE logo, and other AMBROSE trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of AMBROSE Inc. in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

14. Termination.

a. Termination by AMBROSE. If you fail, or AMBROSE suspects 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 AMBROSE with a valid credit 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, AMBROSE, 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. AMBROSE reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time with or without notice to you, and AMBROSE will not be liable to you or to any third party should it exercise such rights.

15. General Compliance with Laws. The Service is controlled and operated by AMBROSE from its offices in the United States. 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. AMBROSE reserves the right to takes steps AMBROSE believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to AMBROSE'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 AMBROSE 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 AMBROSE believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to AMBROSE'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, AMBROSE may provide links to certain third party Web sites. You acknowledge and agree that AMBROSE is not responsible for examining or evaluating the content or accuracy of any such third-party material or Web sites. AMBROSE 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 AMBROSE is not in any way responsible for any such use by you.

18. Disclaimer of Warranties; Liability Limitations.

a. AMBROSE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME AMBROSE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

b. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY AMBROSE) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

c. IN NO CASE SHALL AMBROSE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, AMBROSE'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

d. AMBROSE 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 AMBROSE HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

e. AMBROSE DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND AMBROSE DISCLAIMS ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY PRODUCTS PURCHASED FROM Ambrose Digital THAT ARE STORED IN YOUR SYSTEM.

19. Waiver and Indemnity. BY USING THE SERVICE, YOU AGREE TO INDEMNIFY AND HOLD AMBROSE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY ACTION TAKEN BY AMBROSE AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM AMBROSE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION 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 AMBROSE'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

20. Changes. AMBROSE 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 effective immediately and incorporated into this Agreement. Your continued use of Ambrose Digital following will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.

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

22. Governing Law. The laws of the State of New York, excluding its conflicts of law rules, govern these Terms and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with AMBROSE or relating in any way to your use of the Service resides in the courts of the State of New York.

23. Miscellaneous. These Terms of Service constitute the entire agreement between you and AMBROSE and govern your use of the Service, superseding any prior agreements between you and AMBROSE. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. AMBROSE'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. AMBROSE will not be responsible for failures to fulfill any obligations due to causes beyond its control.