

Terms of Use

These Terms of Use were updated as of October 30, 2019.

These Terms of Use (the "Terms") apply to all online visitors to <https://freelibrary.quipugroup.net> (the "Site") or using the mobile application that is associated with the Site. By using this Site, reserving tickets on through Site, or using tickets through the Site, you ("you" or "User") agree to the terms and conditions in this Agreement between you and the Quipu Group, LLC ("Quipu"). If you do not agree to these outlined terms and conditions (the "Terms of Use" or "Agreement"), your only recourse is to discontinue use of the Site.

Quipu reserves the right to make any changes to these Terms of Use and/or our Privacy Policy (which is incorporated herein by reference) without prior notification to you. You should re-read this Agreement containing the Terms of Use and Privacy Policy from time to time in order that you stay informed as to any such changes. If we make changes to our Terms of Use and Privacy Policy and you continue to use our Site, including making purchases through the Site, you are impliedly agreeing to the Terms of Use and Privacy Policy expressed herein. We strongly suggest that each time you make a transaction through this Site, you re-read the Terms of Use.

If you have any questions about these terms, contact us at thefolks@quipugroup.com.

The information and tickets available on this Site are provided by the Free Library of Philadelphia. Quipu does not provide any support for the use of the tickets which are reserved through the Free Library of Philadelphia by using your library card. All tickets are made available through the Free Library of Philadelphia and may be discontinued anytime. If you have any questions about the tickets available through the Site, please contact the Free Library of Philadelphia directly. Quipu only provides support for the use of the actual Site. In addition, as this Site is not owned by the Free Library of Philadelphia, please read our [Privacy Policy](#) as our privacy policies may vary from the privacy policies of the Free Library of Philadelphia.

Use of Site/General Purchase Terms

1. Services. Quipu provides a Site where library patrons can reserve and use tickets to organizations, educational facilities, events, and other sites as provided by the Free Library of Philadelphia. Quipu does not have control over who can reserve and use such tickets, with the exception that Quipu does not allow anyone under the age of 13 to use the Site, including reserving or using tickets. All reserving and usage of tickets for individuals under the age of 13 is controlled by the Free Library of Philadelphia.
2. Acceptance of Terms. By using the Site, you agree to the terms and conditions in this Agreement between you and Quipu. You must accept the Terms, in full, before using the Site. You can accept the Terms in one of three ways: (a) by clicking to "accept"

or “agree” to the Terms, where this option is presented or made available to you on the Site; (b) by actually using the Site; and/or, (c) by reserving tickets or using tickets through the Site. BY USING THE SITE, YOU AGREE TO THE TERMS, IN FULL. IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE THE SITE. EXCEPT AS OTHERWISE PROVIDED, THE TERMS ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE AND YOUR CONTINUED USE OF THE SITE, AFTER ANY CHANGE(S) HAVE BEEN IMPLEMENTED CONSTITUTES ACCEPTANCE BY YOU OF SUCH CHANGE(S).

3. Privacy Policy. Quipu cares about the privacy of our users. Quipu’s Privacy Policy applies to the use of the Site, and its terms are made a part of the Terms by this reference. To view our Privacy Policy, [click here](#). Additionally, by using the Site, you acknowledge that the Internet is not a secure environment and sometimes there are interruptions in service or events that are beyond the control of Quipu and that communications with Quipu can never be guaranteed to be secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted. Nonetheless, we employ reasonable measures to protection your information from unauthorized use or disclosure. While we make these reasonable precautions against loss or theft of data, Quipu shall not be responsible for any data lost or stolen while transmitting information on the Internet. While it is Quipu’s objective to make the Site accessible 24 hours per day, 7 days per week, the Site may be unavailable at any time for any reason including, without limitation, routine maintenance.

4. Use and Restrictions. The Site may be accessed and used only by individuals who are 13 years of age or older, and who are not barred from using the Site under applicable laws. You may access and use the Site only in accordance with all applicable laws and regulations and with these Terms of Use. You acknowledge and agree that Quipu, in its sole discretion and without notice or any further obligation to you, may temporarily suspend or permanently discontinue and refuse any and all current and future access to or use of the Site. Reserving and using tickets through the Site is only allowed by individuals who are 13 or older and who have a registered library card with the Free Library of Philadelphia. In some instances, your ability to interact with the Site may be limited if you are not a patron of the Free Library of Philadelphia.

5. Accounts. To use the Site, you may be required to create an account. In order to create and account, you must have a registered library card with the Free Library of Philadelphia.

6. Passwords. To use the Site, you will be required to use the username and password given to you by the Free Library of Philadelphia. Quipu is not responsible for inappropriate sharing of logins and passwords and further, sharing of login information may result in termination of your use of the Site.

7. Disputes. If you have any disputes or issues with a reservation or active ticket, you must contact the Free Library of Philadelphia or the provider of the services that are offered with the ticket. Quipu does not handle any disputes over reservations, or the use of tickets reserved through the Site.

8. Ticket Usage. To use a ticket that you have reserved, you must have the mobile application or print the ticket for redemption. Please see the terms and conditions of

each ticket that you reserve. Some tickets may require proof of identity, proof of age, or other information to redeem the ticket. Quipu is not responsible if you are unable to redeem any ticket reserved through the Site for any reason.

9. Ticket Descriptions. In describing and portraying tickets available through the Site through the use of your the Free Library of Philadelphia card, all information is received from the Free Library of Philadelphia. Please contact the Free Library of Philadelphia if you find any inaccuracies on the Site. We apologize for any inconvenience.

10. Modifications. Any events and/or tickets offered on our Site are subject to modification or discontinuation at any time and from time to time without notice or obligation to you.

11. Mobile Application. All terms and conditions which apply to use of the Site also apply to the mobile application made available by Quipu, if any.

User and Third-Party Content/Communications

12. User Communications and User Content. By submitting material to this Site (“User Communications”), including, but not limited to, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communication, you warrant that such content is original to you, that you own all applicable legal rights in such content, and that the content does not and will not infringe upon the rights of any other person or entity. Further, by submitting any User Communication, you agree and acknowledge that you have expressly granted Quipu a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You also permit any other users to access, view, store, or reproduce the material if posted in a public area of the Site for that user's personal use. You hereby grant Quipu the right to edit, copy, publish and distribute any material made available on this Site by you, including, but not limited to, information, suggestions, ideas, events, comments, commentary, and other postings. You agree that we may use any User Communication for any purpose in our sole discretion, including reproduction, transmission, disclosure, publication, broadcast, development, manufacturing and/or marketing in any manner whatsoever for any or all commercial or non-commercial purposes. You agree that Quipu shall be under no obligation: (a) to maintain any User Communication in confidence; (b) to pay compensation for any User Communication; and/or, (c) to monitor, use, return, review or respond to any User Communication. You further agree that you will not upload, post or otherwise make available on the Site any material protected by copyright, trademark, patent, trade secret or any other proprietary right without the express permission of the owner of such copyright, trademark, patent, trade secret or other proprietary right owned by a third party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for damage resulting from your account, or any infringement of copyrights, trademarks, patents, or other proprietary rights, or any violations of rights of privacy or publicity, or any other harm resulting from any Submission that you make.

13. No Liability for User Communication. We will have no liability related to the content of any User Communication, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. You warrant, certify, and represent that any individuals depicted in audio or visual files submitted as part of a User Communication, other than yourself, are of the age of majority in their respective states of residence; and you grant the right to Quipu to copy, edit, change, revise, display, perform, publish, distribute the likenesses of those individuals and that you have the authority to attest to this release on their behalves. In addition, to the extent any User Communication contains your or any other person's name, likeness, voice or biographical information ("Personal Rights"), you hereby grant and will cause such other person to grant to Quipu a sublicensable, transferable, perpetual, nonexclusive, worldwide, royalty-free license to (in any media, whether now known or not currently known or invented) exploit or use such Personal Rights for any advertising or marketing of Quipu products and services (in any media, whether now known or not currently known or invented). User Communications shall be considered non-confidential and Quipu is under no obligation to treat such User Communications as proprietary information except pursuant to Quipu's Privacy Policy applicable to personally identifiable information. If any of the individuals depicted in any User Communication are minors in their respective states of residence, you certify, warrant and represent that you are the parent or legal custodian of each such individual and you grant the use of the media containing his/her depiction in accordance with the Terms.

14. The Free Library of Philadelphia Communications. Quipu takes no responsibility and assumes no liability for any descriptions of the attractions available through the Site. All information about the attractions and offers through the Free Library of Philadelphia are from the Free Library of Philadelphia.

15. Links to Third Party Websites. The Site may contain links to websites and other resources operated by third parties other than Quipu. Such links are provided solely as a convenience to you. Quipu does not control such websites, and is not responsible for the content, products, services, or information offered by any third parties. The inclusion of links to such websites on the Site does not imply any endorsement of any website or the content, products or services offered, advertised, endorsed or promoted by any third party, or of any company or person. If you decide to access any third party websites or acquire any third party products or services, you do so entirely at your own risk, and you may be subject to the terms and conditions and the privacy policies imposed by such third parties.

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16. EVENT LIABILITY. IN NO EVENT WILL QUIPU BE LIABLE TO YOU FOR ANY DAMAGES CAUSED BY THE USE OF SERVICES ON THIS SITE, INCLUDING ANY USE OF TICKETS, RESERVATIONS, OR OTHER SERVICES SUPPLIED BY THIRD PARTIES THHROUGH THE SITE. YOU UNDERSTAND THAT THE SERVICES YOU ARE REQUESTING THROUGH THE SITE ARE ALL OFFERED BY THIRD PARTIES AND ARE MADE AVAILABLE TO YOU BY THE FREE LIBRARY OF PHILADELPHIA. YOU TAKE FULL RESPONSIBILITY FOR THE USE OF ANY SERVICES YOU REQUEST THROUGH THIS SITE AND ANY INJURIES THAT OCCUR THROUGH THE USE OF THE SERVICES AND AGREE TO INDEMNIFY AND HOLD HARMLESS QUIPU FOR ANY INJURIES CAUSED BY THE USE OF SUCH PRODUCTS AND SERVICES.

17. WARRANTIES AND DISCLAIMER. THE SITE, USER COMMUNICATIONS, AND ANY CONTENT PROVIDED VIA THE SITE, INCLUDING LINKS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, QUIPU DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, USER COMMUNICATIONS, THE CONTENT AND ANY PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM ERRORS, OMISSIONS, COMPUTER VIRUSES, OR OTHER MALICIOUS OR UNAUTHORIZED CODE OR PROGRAMS, AND IMPLIED WARRANTIES OR CONDITIONS ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, QUIPU DOES NOT REPRESENT OR WARRANT THAT THE SITE, USER COMMUNICATIONS, CONTENT OR ANY PRODUCTS, SERVICES OR ANY OTHER INFORMATION ACCESSIBLE VIA THE SITE IS SECURE, ACCURATE, COMPLETE OR CURRENT OR THAT ANY PARTICULAR SERVICE WILL BE AVAILABLE AT THE TIME OF ORDER. AS A CONDITION OF YOUR USE OF THE SITE, YOU WARRANT TO QUIPU THAT YOU WILL NOT USE THE SITE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THESE TERMS OF USE. IN ADDITION, THE SITE MAY CONTAIN TYPOGRAPHICAL ERRORS OR INACCURACIES AND MAY NOT BE COMPLETE OR CURRENT. QUIPU THEREFORE RESERVES THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES OR OMISSIONS (INCLUDING AFTER AN ORDER HAS BEEN SUBMITTED) AND TO CHANGE OR UPDATE INFORMATION AT ANY TIME WITHOUT PRIOR NOTICE.

18. LIMITATION OF LIABILITY. QUIPU AND ITS PARENT, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS AND THIRD PARTY PARTNERS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR REVENUES OR FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY DAMAGES WHATSOEVER, WHETHER OR NOT SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY, INCLUDING, WITHOUT LIMITATION, ARISING OUT OF OR IN CONNECTION WITH ANY LOSS OR OTHER DAMAGES IN CONNECTION WITH ANY UNAVAILABILITY OR NONPERFORMANCE OF THE SITE, ERRORS, OMISSIONS, VIRUSES AND MALICIOUS CODE. YOU AGREE AND ACKNOWLEDGE THAT QUIPU'S LIABILITY TO YOU FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID TO QUIPU BY YOU IN THE SIX MONTHS PRIOR TO THE ACTION RESULTING IN LIABILITY; IF YOU HAVE NOT PAID ANYTHING TO QUIPU, QUIPU'S LIABILITY WILL BE LIMITED TO \$50.00. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS, MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS TO THOSE CONTAINED HEREIN.

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20. Trademark. All trademarks, service marks, trade names, logos and trade dress, whether registered or unregistered including, but not limited to, Quipu, the Quipu Group, <https://freelibrary.quipugroup.net>, the Quipu Group, LLC, and our logo (collectively the "Marks") that appear on the Site are proprietary to Quipu or such Marks' respective owners. You may not display or reproduce the Marks other than with the prior written consent of Quipu, and you may not remove or otherwise modify any trademark notices from any Content. In addition, all page headers, custom graphics, button icons, and scripts are trademarks, service marks, trade names and/or trade dress of Quipu or their respective owners, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Quipu. In addition, you agree and acknowledge that there are trademarks, service marks, trade names, logos and trade dress, whether registered or unregistered, of many third parties and those trademarks, service marks, trade names, logos and trade dress, whether registered or unregistered, are the property of those third parties.

21. Copyright, Trademark, and Intellectual Property Complaints. Quipu respects the intellectual property rights of others. We are committed to complying with copyright and related laws, including the Digital Millennium Copyright Act (DMCA), and we require all users of the Site to comply with these laws. Accordingly, you may not upload, post, store

any material or content on, disseminate any material or content over, or otherwise transmit to or on the Site in any manner material that constitutes an infringement of third party intellectual property rights, including but not limited to, rights granted by copyright law. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. When Quipu receives proper Notification of Alleged Copyright Infringement, Quipu promptly removes or disables access to the allegedly infringing material upon conclusion the material infringes upon another rights and terminates the accounts of repeat infringers as described herein in accordance with the Digital Millennium Copyright Act. If you believe that any material on the Site infringes upon any copyright that you own or control, please see contact us at thefolks@quipugroup.com for more information on how to report infringement of your copyright. Quipu may, at its sole discretion, terminate any Users who are deemed by Quipu to be have committed copyright infringement, whether or not there is any repeat infringement.

Miscellaneous

22. Termination of Agreement. Quipu may terminate this Agreement at any time. Without limiting the foregoing, Quipu shall have the right to immediately terminate your use of this Site in the event of any conduct by you that Quipu, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement.

23. Termination of Use of Site if Under 13. Quipu may terminate your use of the Site, delete any content or information that you have posted on the Site, refuse any orders, and/or prohibit you from using or accessing the Site for any reason, or no reason, at any time in its sole discretion, with or without notice, including if it believes that you have accessed this Site and are under 13 year of age or violate these Terms of Service.

24. Waiver. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

25. Time for Claims. YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THIS OR ANY OTHER SITES MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE DISPUTE, CLAIM OR CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH DISPUTE, CLAIM OR CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

26. Headings. The headings and captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this contract, or the intent of any provisions hereof.

27. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement and the remaining portions of this Agreement shall continue in full force and effect.

28. Governing Law; Venue and Jurisdiction. By using the Site, you agree that the laws of the State of Colorado, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and Quipu. You agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of Denver, Colorado, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Colorado.

29. Indemnity. You agree to indemnify and hold Quipu, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners, and employees, harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorneys fees, arising out of or in connection with any use of the Site, your conduct in connection with the Site, or with other users of the Site, or any violation of this Agreement or of any law or the rights of any third party.

30. No Assignment. No modification or amendment of this Agreement shall be valid unless in writing.

31. Successors and Assigns. Rights and obligations created by this contract shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

32. Number and Gender. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

33. Definitions and Constructions. Unless otherwise specified, the terms "includes", "including", "e.g.", "for example", and other similar terms are deemed to include the term "without limitation" immediately thereafter. Terms used in this Agreement with the initial letter(s) capitalized will have the meaning attributed to them in this Agreement.

34. Electronic Communications. You consent to receive electronic communications from Quipu either in the form of email sent to you at the email address listed on your account or by communications posted on the Site. You acknowledge and agree that any electronic communication in the form of such email or posting on the Site shall satisfy any legal requirement that such communication be in writing.