

CLIP STUDIO PAINT End User License Agreement

Please read this license agreement (hereinafter referred to as the "Agreement") carefully before installing or using Clip Studio Paint (hereinafter referred to as the "Product"). This Agreement is a legal agreement between CELSYS, Inc. ("Celsys") and you (the "User") regarding the use of the Product.

The User may install and use the Product only if the User agrees to all the terms and conditions of this Agreement.

However, this does not apply if a separate written agreement has been entered into with Celsys.

When the User installs Clip Studio Paint, Clip Studio and KindleGen will be installed at the same time.

(a) Clip Studio *Windows/macOS version only

(b) KindleGen (Amazon Services International, Inc.) *Windows version only

1. Definitions

Unless otherwise defined, the terms used in this Agreement shall be defined as set forth below.

1.1 Product

Product refers to Clip Studio Paint and Clip Studio, including all accompanying electronic data such as 3D data and images (collectively, "Materials," including any additional materials provided by Celsys), related data, samples, Documentation, and the latest version of the software, including updates, bug fixes, and corrections.

1.2 Documentation

Documentation refers to all user documentation, manuals, materials, and other information provided by Celsys regarding the Product.

1.3 Bundled Version

Product that can be used by a User by purchasing other products, such as computers, devices, peripherals, and other hardware or books sold by Celsys or a third party, for a period of time predetermined by Celsys upon completion of certain procedures.

1.4 Pre-installed version

Product that has been pre-installed on computers, devices, and other hardware sold by Celsys or third parties.

1.5 Serial Authenticated Product(s)

Product that authenticates the license using a serial number. Some are provided by Celsys or third parties for a fee, such as packaged versions, downloadable versions, Time-Limited Licenses, and others distributed free of charge under terms determined by Celsys.

1.6 Monthly Usage Product(s)

Product that is subscribed to through Celsys or a third-party app store and paid for on a monthly basis. In addition to consenting to this Agreement, the User must also apply for a subscription in advance as per the conditions set forth by the Monthly Usage Terms and Conditions or app store (hereby collectively referred to as the "Monthly Usage Agreement").

1.7 Value Version

Product that is applied for through the Celsys' Clip Store and granted as a serial number for a period of continuous use specified separately by Celsys under a special agreement as prescribed in the Monthly Usage Service Agreement (Japanese language only). In addition to consenting to this

Agreement, the User must also apply for the service in accordance with the Monthly Usage Service Agreement.

1.8 Time-Limited License(s)

Product with a predetermined period of time during which it can be used without its functions being limited. Time-Limited Licenses may be provided by Celsys or a third party for a fee, or may be distributed free of charge on terms determined by Celsys. Time-Limited Licenses may be labeled with an expiration date in the product name.

1.9 Activation Code(s)

A code that allows the User to use the Monthly Usage Product for a predetermined number of devices and for a predetermined period of time. Activation Codes may be provided by Celsys or a third party for a fee, or may be distributed free of charge. If provided or distributed by a third party, it may be referred to with a different name, such as an 'online code.'

2. Permissions

2.1 All copyrights and other intellectual property rights of the Product belong to Celsys or to the rights owners who have properly granted Celsys the usage rights. Celsys authorizes the User to use the Product as expressly set forth in this Agreement only if all of the following conditions are met.

(a) The User has acquired, purchased, or applied to use the product in a legitimate manner approved by Celsys.

(b) Celsys recognizes the Product used by the User as a legitimate Product.

2.2 No rights are granted with respect to the Product other than those granted in this Agreement.

3. License Authentication

3.1 This Product uses technology that authenticates its license through the Internet for the purpose of protecting the intellectual property rights of Celsys and other rights holders (hereinafter referred to as "License Authentication"). By installing and using the Product, the User agrees to License Authentication.

3.2 Celsys obtains the information necessary for authentication (serial number, Activation Code, and/or hardware information of the computer or device (hereinafter referred to as "Device")) to perform License Authentication. In doing so, Celsys does not collect any personally identifiable information about the User.

3.3 If the User does not perform the License Authentication within a certain period of time after the initial activation, the User may not be able to exercise the rights granted in this Agreement. In addition, if the User changes the configuration of the Device, including hardware and software, the User must perform the License Authentication on the Product again.

3.4 The User must change the license information registered via the Internet when removing the Authenticated product from the Device on which it was installed and installing it on another Device.

3.5 The Serial Authenticated Product and the Value Version are activated by entering the serial number on initial start up. Except as provided in the terms of Article 4.1(b), the User may only perform License Authentication on one (1) Device in their possession and control.

Monthly Usage Products are automatically activated by logging into the User's Clip Studio account. License Authentication can be performed on the predetermined number of Devices as specified by the User's plan or Activation Code.

4. Terms of use

Under this agreement, Celsys grants the User the following limited, non-exclusive rights to use the Product.

4.1 Terms of Use for Serial Authenticated Products and Value Versions

4-1(a) Serial Authenticated Products and the Value Version may only be used by the User (or, in the case of a corporation or other entity, by one (1) specific member) on one (1) computer in their possession and control (hereinafter referred to as "Main Computer"). The User may designate one (1) other member to use the Serial Authenticated Product and Value Version, provided that each of the following conditions are met.

- (i) The Serial Authenticated Product and the Value Version are installed on only one Main Computer.
- (ii) The Serial Authenticated Product is used in a manner that does not conflict with any of the prohibitions set forth in Article 5.

4-1(b). The User may only install Serial Authenticated Products and the Value Version on the Main Computer. The User may install the Serial Authenticated Product and Value Version on one additional computer in their possession and control (hereinafter referred to as a "Sub Computer"), provided that the following conditions are met. Under the following conditions, the User may install the Product on up to two (2) computers at once, a Main Computer and a Sub Computer.

- (i) Use of the Serial Authenticated Product and Value Version is limited to the User (or one specific member in the case of a corporation or other entity) and one other member designated by the User.
- (ii) The Product may not be used on both devices at the same time.

4.2 Terms of Use for Monthly Usage Products

The terms of use of Monthly Usage Products shall be as stipulated in the Monthly Usage Agreement. In the event of a conflict between the Monthly Usage Agreement and this Agreement, the Monthly Usage Agreement shall take precedence.

4.3 The User may not allow any third party to use the Product in isolation, even if it contains multiple independent software programs.

4.4 Celsys may stipulate separate terms of use for the Product on Clip Studio websites, manuals, or other websites operated by Celsys (<https://www.clipstudio.net/>, <https://ec.clip-studio.com/>). In this case, the User shall comply with such terms and conditions of use.

5. Prohibitions

The User is prohibited from performing any of the following acts.

- (i) Duplicating the Product in whole or in part without permission from Celsys.
- (ii) Sublicensing, publicly transmitting, lending, renting, or loaning the Product in whole or in part, or any equivalent action, including, for example, publishing on a website, or making the Product transmittable.
- (iii) Transferring the Product in whole or in part.
- (iv) Altering computer programs included in the Product or analyzing the Product using methods including but not limited to reverse engineering.
- (v) Allowing use of or providing processing or services that use the Product or its functions to a third party over networks (including but not limited to the Internet).
- (vi) Disclosing or providing information such as serial numbers provided to users, used by Celsys to identify users and this Product, to third parties. However, serial numbers may be disclosed and provided to the work assistant designated by the User only to the extent permitted by this Agreement.
- (vii) Using the Product simultaneously by multiple persons.
- (viii) Using the Product on a shareable system.

(ix) Allowing a third party to use the Product for a fee or incorporating the Product into a commercial service.

(x) Removing or invalidating technical limits of the Product implemented for the purpose of protection of rights, sharing information on the methods of such actions; copying, modifying (including but not limited to editing, transformation, etc.; hereinafter referred to as "modification, etc."), sublicensing, publicly transmitting, assigning, loaning, or using the Product by removing or invalidating the set technical restrictions.

(xi) Using the Product for the purpose of violating public order or laws.

(xii) Other acts that infringe or may infringe on the intellectual property rights or other rights of Celsys or third parties.

6. Transfer

6.1 The User may transfer the Serial Authenticated Product to a third party in so far as transfer is not a violation of Article 5. However, a User that has carried out an upgrade of a Serial Authenticated Product may not transfer the pre-upgraded Serial Authenticated Product to any third party. Monthly Usage Products and Value Versions may not be transferred to third parties either.

6.2 The User, as the party transferring the Product, must fully delete the Serial Authenticated Product from all computers in which the Product is installed, before the transfer.

6.3 Activation Codes may be transferred to a third party provided that the Activation Code has not been used.

6.4 The recipient of the transferred Product shall inherit all the ownership rights of the Product and all rights and obligations related to this Agreement. Celsys grants permission for the recipient of the transferred Product to use the Product by consenting to this Agreement.

6.5 Any transfers of the Product are the responsibility of the parties involved. Celsys shall have no involvement and bears no liability.

7. Guarantees

7.1 Celsys makes no guarantee that this Product is suitable for the User's specific purpose of use. The User assumes full responsibility for their selection of the Product.

7.2 In the event that the Product type, quality, or quantity does not comply with the terms of this Agreement (excluding cases in which the Product fault is attributable to hardware or software that are not covered by the warranty), Celsys may, at its own judgement, replace the Product or provide a fixed version of the Product, provide instructions to remedy the issue, or refund the purchase price of the Product.

7.3 In no event will Celsys' liability, under or in connection with this Agreement, exceed the actual amount paid by the User for the Product, if any (or, in the case of Monthly Usage Products or Time-Limited Licenses, the actual amount paid by the User to use the Product over the previous twelve (12) months). However, this shall not apply in the case of intentional damages or gross negligence by Celsys.

7.4 Celsys may provide the User with information, software, and services via the Internet to accompany the Product's features. Celsys shall make no guarantees whatsoever regarding such information, software, and services, including but not limited to completeness, accuracy, usefulness, Internet security, and transmission stability. Celsys may suspend or end the above without consent of the User.

Celsys shall have no obligation to provide support, maintenance, upgrades, modifications or new releases for the Product.

7.5 The above warranties are exclusive and in lieu of all other warranties, express or implied, and Celsys expressly disclaims all other warranties, including, without limitation, any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement. To the extent not prohibited by applicable law, the Product is licensed to the User "as is" with all faults, without warranty, condition or representation, express or implied, of any kind, including without limitation, merchantability, performance, security, satisfactory quality, non-infringement of third party rights, or fitness for a particular purpose.

The User acknowledges that the Product may not

- (i) satisfy all the User's requirements,
- (ii) be free from defects, or
- (iii) operate without interruption or errors.

In addition, due to the continual development of new techniques for intruding upon and attacking networks, Celsys does not warrant that the Product will be free of vulnerability to intrusion or attack. No oral or written information or advice given by Celsys and their respective employees, distributors, dealers, or representatives shall increase the scope of the above warranties or create any new warranties. User may have additional warranty rights under law which may not be waived or disclaimed. Celsys does not seek to limit the User's warranty rights to any extent not permitted by law.

7.6 In the event that this Agreement conflicts with versions in other languages, the Japanese version shall prevail.

8. Clip Studio

8.1 Clip Studio is a tool provided by Celsys for the purpose of supporting creative activities. (For more information, visit <https://www.clipstudio.net/en>)

8.2 Depending on the device that this Product is used on, Clip Studio may be installed at the same time when the Product is installed. Clip Studio is provided as an online service for supporting creative activities, and is subject to the terms of this Agreement.

9. Internet Connection & Personal Information

9.1 In cases where Celsys collects and sends the personal information of the User using the Product or Clip Studio, information will only be collected with the permission of the User and managed according to the Celsys Privacy Policy (<https://www.celsys.co.jp/en/information/privacy/>).

9.2 The Product and Clip Studio may connect the User's computer to the internet and access a website or communicate with a server managed by Celsys in order to confirm the license, supply additional information, functions or services, or check for updates without providing additional notification to the User.

9.3 In cases where the User accesses and uses a website or web service administered by Celsys using the Product or Clip Studio, the user shall comply with the Terms and Conditions of each website or service.

9.4 The Product, Clip Studio, and the websites and web services accessed through the Product use cookies to make its services more convenient for customers and to obtain information that helps us to continuously improve this service.

The user can opt out from cookies as stated in the Cookie Policy.

(https://www.clipstudio.net/en/about_cookies) The User can also disable cookies with their browser's settings, but this may disable some features. For details on browser settings related to cookies, please refer to the software help page or contact the developer. Cookies are pieces of data sent to the User's browser from the server operating the service. This data is stored on the User's computer or mobile device. Cookies do not record personal information such as names, addresses, or telephone numbers. Cookies do not have any adverse effect on Users' devices. We use the following categories of cookies on our website. For more information, please see our Cookie Policy (https://www.clipstudio.net/en/about_cookies).

Essential cookies

These cookies are needed to provide basic functions to use the website or service.

Performance cookies

These cookies use tracking to analyze the User's use of this website in order to improve the website and analyze ad performance.

Advertising cookies

These cookies are used to show appropriate ads to the User based on tracking information from Celsys and relevant companies, including Google and social media sites such as Facebook. If this is turned off, Clip Studio Paint ads will be displayed randomly.

10. Provisions regarding the "Remove tones," "Colorize," and "Pose Scanner" features

10.1 In order to perform the "Remove tones," "Colorize," and "Pose Scanner" features of this Product, Celsys will connect the User's computer to the Internet without additional notification, access and process the data uploaded by the User to a server managed by Celsys (hereinafter referred to as "User Data"). During this process, information about the User held by Celsys will not be sent or received, and Celsys will not process the User Data by adding any personal information. The uploaded User Data and the resulting data will not be released to any third parties. Celsys will temporarily retain the uploaded User Data and resulting data until such time as the aforementioned function's processing is complete. Upon completion of the data processing, Celsys will delete all such data from the server and will no longer retain such data.

10.2 Celsys shall not possess the intellectual rights to both the aforementioned temporarily saved User Data and resulting data.

11. Cancellation and Termination of the Agreement

11.1 This Agreement will end if any of the following applies.

- (a) The User's Clip Studio account has been deleted;
- (b) The license period of a Time-Limited License Product has ended; or
- (c) A Monthly Usage Product or Value Version is cancelled.

11.2 If a User falls under any of the following circumstances, Celsys may immediately terminate this Agreement without notice, regardless of whether or not the reason is attributable to the User.

Termination under this clause shall not preclude claims for damages against User by Celsys.

- (a) If the terms of this Agreement are violated;
- (b) If the terms of the the Celsys Terms of Service or other agreements have been violated; or
- (c) In the event of late payment of the usage fee.

Upon the end of this Agreement, User must cease all use of the Product and delete the Product from all Devices on which it is Installed.

12. Use of Materials

12.1 In the case that Materials are attached or bundled, the User may duplicate such Materials, use them in the creation of artworks ("as is" or in a modified form), and publicly transmit, distribute, or transfer, or lend, etc., artworks in which a Material has been used.

12.2 The following acts are prohibited in relation to Materials.

- (a) An act of public transmission, distribution, transfer, lending, etc. of a Material independently from the Product (excluding public transmission, distribution, transfer, lending, etc. of an artwork in which a Material has been used), regardless of modification, etc.;
- (b) An act of sublicensing the use of the Material, regardless of modification, etc.;
- (c) An act of public transmission, distribution, transfer, lending, etc. of a work created using a Material in a state where the Material can be clearly extracted from the work in question;
- (d) The act of using a Material as the principle design for a product or service by itself, or the act of using or registering it as a trademark, logo, symbol, or image character;
- (e) Removing or invalidating technical limits of the Material implemented for the purpose of protection of rights, disclosing the methods of such actions; or using (including but not limited to duplicating, modifying, sublicensing, publicly transmitting, assigning, or loaning, etc.) Materials which have had such technical restrictions removed or invalidated;
- (f) Using Materials for expressions or artworks that violate public order or laws; and
- (g) Any other acts that infringe or may infringe any intellectual property rights or other rights owned by Celsys in relation to Materials.

13. Disclaimers

The User is responsible for all claims, losses, liability, damages, and costs (including, but not limited to, attorney fees, court fees, and other associated costs) from third parties resulting from the improper or illegal use of the Product, Documentation, or Materials or outside the scope of this Agreement. Celsys and its affiliates, officers, and employees shall be exempt, regardless of their legal structure. Nothing in this Agreement shall limit Celsys' right, at its own expense, to assume the exclusive defense of any issue subject to indemnification hereunder.

14. Copyright and Trademarks

All logos, trademarks and company and product names mentioned in the Product, Documentation, or any other written materials are used for identification purposes only and may be trademarks or registered trademarks of their respective companies. Any registered trademarks and trademarks used herein are the exclusive property of their respective owners. The rights of unregistered trademarks (such as pending trademarks) in their jurisdiction may not be exclusive until they are registered as valid. The User may not (or allow any others to) remove, modify, alter, conceal or deface any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Product, Documentation, Materials and all related documentation and materials (in any form). This Agreement does not authorize the User to use Celsys' and/or its respective licensor(s)' names or respective trademarks.

15. Miscellaneous

15.1 This Agreement shall be governed by the laws of Japan. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. The User's use of the Product may be subject to other country, state, provincial, national, or international laws. If, for any reason, the court of competent jurisdiction determines that any provision or part thereof is unenforceable, the rest of this Agreement shall remain in full force and effect.

15.2 When using the Product, the User shall comply with all relevant laws and regulations, including copyright law and export control related laws.

15.3 In the case of any dispute regarding this Agreement, the Tokyo District Court or the Tokyo Summary Court shall be the exclusive jurisdictional court for the first hearing.

15.4 The provisions of Articles 5, 6, 7, 12 and 14 shall remain in effect even after the end of this Agreement.

15.5 Celsys may change the terms of this Agreement if it deems it necessary in the following cases without individual agreement with the User. In such case, Celsys will notify the User, through the Internet or other appropriate method, of the change of the Agreement, the contents of this Agreement after the change, and the effective period of this Agreement after the change.

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• Special Provisions Concerning the Volume License Version

1. In cases where the Product is a volume license version (irrespective of the name), the User who possesses the Product or who manages serial numbers for the Product (hereinafter referred to as "Administrator") may use the Product by purchasing it using the purchase application form prescribed by Celsys and consenting to this Agreement. However, in cases where an Administrator purchases additional licenses for the Product using the purchase application form, this Agreement shall apply to all Products for which licenses were purchased after the date of this Agreement, including previously purchased Products.

2. The Administrator may install the Product onto their own computer or computers they manage, and may use the Product themselves or allow use by users who wish to use the Product (hereinafter referred to as "Other Users") within the range of the number of purchased licenses. However, in such cases, it is assumed that the Administrator shall ensure that Other Users abide by this Agreement. In cases where Other Users violate the terms of this Agreement, it shall be considered that the Administrator has violated the Agreement themselves, and the Administrator shall be liable for damage compensation to Celsys for any damages caused by the Other Users.

3. Notwithstanding Article 5 (6) provisions, the Administrator may disclose and provide the information necessary to use this Product, including but not limited to the serial numbers and activation codes to Other Users, but only to the extent permitted by this Agreement.

4. Articles 3.5, 4.1, 5.7, 6, 7.2, and 11 do not apply to this Product.

5. If an Administrator falls under any of the following circumstances, Celsys may immediately terminate this Agreement.

- (a) If the terms of this Agreement are violated;
- (b) If the conditions stated in the purchase application are violated;
- (c) If the information stated in the purchase application is false; or
- (d) In the event of late payment of the usage fee.

6. This Product cannot be resold.

• Special Provisions Concerning the Value Version

1. After using the Value Value Version and receiving the special offer serial number as stipulated in the Monthly Usage Service Agreement, the granted serial number may be transferred in accordance with Article 6.

2. In the event of a conflict between the Monthly Usage Service Agreement and this Agreement, the Monthly Usage Service Agreement shall take precedence.

- **Special Provisions Concerning Newer Versions, Special Offers, and Upgraded Versions**

1. If a User of a qualifying product (hereinafter referred to as "Qualifying Product") separately specified by Celsys uses a newer version or an upgraded version, it can be installed only on the Device to which the Qualifying Product is installed.

2. Unless otherwise specified by Celsys, the User is entitled to one (1) license for this Product for each license for the Qualifying Product.

- **Special Provisions Concerning the Trial Period**

1. The User can use this Product with some functions limited.

2. Notwithstanding the preceding paragraph, the User may use this Product for a specified period of time or under certain conditions without any functional restrictions if the conditions specified separately by Celsys are met.

3. Article 3, 4.1.1, 4.1.2, 6, and 7.2 do not apply to the trial period of this Product as stated in the preceding two paragraphs.

- **About the Iwata Antique B font and Monotype fonts**

1. If this Product contains or is bundled with the Iwata Antique B font or Monotype fonts, the User must agree to all the terms of the Iwata Antique B Font License Agreement or the Monotype Font License Agreement (collectively, the "Font License Agreements") to use these fonts.

In the event of a conflict with the terms of this Agreement, the terms of the Font License Agreements shall take precedence.

2. If the User violates the Font License Agreements or damage is caused to Celsys for reasons attributable to the User, Celsys may seek compensation for the damage or take other legal measures.

3. If the User violates the Font License Agreements or the Font License Agreements end for any other reason, this Agreement shall end at the same time.

Iwata Antique B Font License Agreement: <https://www.celsys.co.jp/information/iwata/>

Monotype Font License Agreement: <https://www.celsys.co.jp/information/monotype/>

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If User have questions concerning this Agreement or need to contact Customer Service, please contact the following addresses:

Customer Service (returns, warranty): email tech@celsys.co.jp

Legal (EULA questions, illegal activity reporting): email tech@celsys.co.jp

CELSYS, Inc.

Pacific Marks Shinjuku,

4-15-7 Nishi-shinjuku,

Shinjuku-ku, Tokyo 160-0023

Japan

<https://www.celsys.co.jp/en/>

You can review the list of licenses [here](#).

KindleGen SOFTWARE END USER LICENSE AGREEMENT

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This is the entire agreement between Amazon and you regarding the Software and supersedes all prior understandings regarding such subject matter. If any term or condition of this Agreement is

deemed invalid, void, or for any reason unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining term or condition.

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