

ABOUT BOOKGURUZ

The BOOKGURUZ app was founded by 3 avid book reading guys who felt there are by far too many book titles published to warrant an easy selection of for us relevant books. Literally millions of new titles to choose from every year, does make it extremely difficult to find those *books-that-matter*.

Therefore, we set out to develop an app, providing an eclectic selection of books, by experts-reviewers from the best media worldwide. We are aware that this app therefore may not be for everyone, but we truly hope it helps you in finding your next **book-that-matters**.

As a user, we appreciate it if you will tell us (via feedback@BOOKGURUZ.com) what you like in this app but also what you'd like us to add. We've only just started!

If you want to support us, please buy your next book-that-matters via our shopping cart. This way we can bring you, your new exciting features asap.

BOOKGURUZ - TERMS OF USE

Important

Please read these Terms of Use carefully before using the services offered by W3GURUZ B.V. "BOOKGURUZ" is a trade name of W3GURUZ B.V., a company registered in the Netherlands. As such we refer hereafter solely to "**BOOKGURUZ**".

These terms of use set forth the legally binding terms and conditions for your use (as "User(s)") of the website at <https://BOOKGURUZ.com> and the BOOKGURUZ Android and iOS apps (the "Platform") and the services, features, content, applications or widgets offered by BOOKGURUZ (collectively with the platform, the "Service"). These Terms of Use can also be downloaded and printed via the website.

Acceptance of Terms

By registering for and/or using the Service in any manner, including but not limited to visiting or browsing the Platform, you agree to all of the terms and conditions contained herein ("Terms of Use"), which also incorporate BOOKGURUZ's Privacy Policy and all other operating rules, policies and procedures that may be published from time to time on the Platform by BOOKGURUZ, each of which is incorporated by reference and each of which may be updated by BOOKGURUZ from time to time. Any amendment of these Terms of Use will be announced at least one (1) month before it will take effect. If the User does not agree to an amendment, it has the right to terminate the agreement as of the date the amendment would have entered into force. In addition, some services offered through the Service may be subject to additional terms and conditions specified by BOOKGURUZ from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference.

Access

Subject to these Terms of Use, BOOKGURUZ may offer to provide the Services, as described in more detail on the Platform, and which are selected by you as User.

Registration and Eligibility

You may browse the Platform and view Content without registering, but as a condition to using certain aspects of the Service, you are required to register and become a User with BOOKGURUZ and represent, warrant and covenant that you provide BOOKGURUZ with accurate and complete registration information (including, but not limited to a user name ("User Name"), e-mail address and a password you will use to access the Service) and to keep your registration information accurate and up-to-date. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate termination of your BOOKGURUZ account.

BOOKGURUZ reserves the right to refuse registration of, or cancel a User Name, or transfer ownership of a User Name in its sole discretion. Users are solely responsible and liable for activity that occurs on their account and shall be responsible for maintaining the confidentiality of their BOOKGURUZ password. You shall never use another User's account without such other User's prior express permission. You will immediately notify BOOKGURUZ in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

You represent and warrant that if you are an individual, you are of legal age to form a binding contract, or that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms of Use and register for the Service. The Service is not available to individuals who are younger than 16 years old. BOOKGURUZ may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. If the Terms of Use or use of the Service is prohibited by any laws, rules or regulations applicable to you, you agree not to use or access the Platform or Services in any way.

You understand that you are responsible for any charges associated with sending communications via your device. You hereby acknowledge that you have the right to communicate with your contacts via the Service.

Other Content

The Service may contain Content specifically provided by BOOKGURUZ or its partners and such Content is protected by intellectual property rights and associated rights, including copyrights, trademark rights, patent rights, design rights, trade name rights and neighboring rights, as well as rights to knowhow ("Intellectual Property Rights"). You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Service. Subject to these Terms of Use, BOOKGURUZ grants each User of the Platform and/or Service a worldwide, non-exclusive, non-sublicensable and non-transferable license to use, modify and reproduce the Content, solely for personal, non-commercial use. Use, reproduction, modification, distribution or storage of any Content for other than personal, non-commercial use is expressly prohibited without prior written permission from BOOKGURUZ, or from the Intellectual Property Right holder, as applicable.

Rules and Conduct

As a condition of use, you promise not to use the Service for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Service. Additionally, you shall abide by all applicable national and international laws and regulations and, if you represent a business, any advertising, marketing, privacy, or other self-regulatory code(s) applicable to your industry.

You shall not (directly or indirectly):

- sell, license, rent, or otherwise use or exploit any Content for commercial (whether or not for profit) use or in any way that violates any third party right;
- interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service;
- bypass any measures BOOKGURUZ may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service);

- run any form of auto-responder or "spam" on the Service;
- harvest, scrape, copy or mirror any Content from the Service;
- modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, sell, trade, or in any way exploit the Service or BOOKGURUZ Content, except as expressly authorized by BOOKGURUZ;
- decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service (including without limitation any application or widget), except to the limited extent applicable laws specifically prohibit such restriction;
- copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder;
- otherwise take any action in violation of BOOKGURUZ's guidelines and policies.

BOOKGURUZ' access to your information

BOOKGURUZ reserves the right to access, read, preserve, and disclose any information as BOOKGURUZ reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of BOOKGURUZ, its users and the public.

Feedback and Unsolicited Idea Submission Policy

BOOKGURUZ welcomes your feedback regarding BOOKGURUZ's existing business. If you want to send us your feedback, and we hope you do, we simply request that you send it to us at feedback@BOOKGURUZ.com. Any feedback you provide to BOOKGURUZ or any of its employees shall be deemed to be non-confidential.

BOOKGURUZ shall be entitled to the unrestricted use of the feedback for any purpose whatsoever, commercial or otherwise, without compensation or attribution to you.

Third Party Sites and Services

The Service may permit Users to link to other websites, apps, services or resources on the Internet, and other websites, services or resources may contain links to the Platform. When you access third party websites, you do so at your own risk. These other websites are not under BOOKGURUZ's control, and you acknowledge that BOOKGURUZ is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources.

The inclusion of any such link does not imply endorsement by BOOKGURUZ or any association with its operators. You further acknowledge and agree that BOOKGURUZ shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource. This includes downloading the Platform from third party application stores (e.g., Apple App Store and Google Play Store) authorized by BOOKGURUZ

Termination

BOOKGURUZ may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your account, you may do so by following the instructions on the Platform. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Warranty Disclaimer

The Platform and Services are provided on an “as is” basis. BOOKGURUZ does not warrant that the Platform and Services are accessible at all times and/or are (fully) functional at all times.

You acknowledge that BOOKGURUZ has no control over, and no duty to take any action regarding: which Users gain access to the Service; what Content you access via the Service; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. The Service may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. BOOKGURUZ makes no representations concerning any Content contained in or accessed through the Service, and BOOKGURUZ will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Service. You release us from all liability relating to your connections and relationships with other Users. You understand that we do not, in any way, screen Users, nor do we inquire into the backgrounds of Users or attempt to verify their backgrounds or statements. We make no representations or warranties as to the conduct of Users or the veracity of any information Users provide. In no event shall we be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the Services, including, without limitation, bodily injury, emotional distress, and any damages resulting in any way from communications or meetings with Users or persons you may otherwise meet through the Services.

Indemnification

You shall defend, indemnify, and hold harmless BOOKGURUZ, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives from all losses, costs, actions, claims, damages, expenses (including reasonable legal costs) or liabilities, that arise from or relate to your use or misuse of, or access to, the Platform, Service, Content or otherwise from

your Content, violation of these Terms of Use, or infringement by you, or any third party using the your account, of any Intellectual Property Right or other right of any person or entity (save to the extent that a court of competent jurisdiction holds that such claim arose due to an act or omission of BOOKGURUZ). BOOKGURUZ reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with BOOKGURUZ in asserting any available defenses.

Liability

BOOKGURUZ's liability, whether based upon (attributable) default, unlawful act or any other ground, is excluded.

Governing Law

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and BOOKGURUZ agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. These Terms of Use and any disputes or claims arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of The Netherlands. All disputes or claims arising out of or relating to these Terms of Use shall be subject to the exclusive jurisdiction of the Court in Amsterdam to which the Parties irrevocably submit.

Integration and Severability

These Terms of Use are the entire agreement between you and BOOKGURUZ with respect to the Service and use of the Platform, Service and Content and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and BOOKGURUZ with respect to the Platform. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Use to be binding, BOOKGURUZ must provide you with written⁵ notice of such waiver through one of its authorized representatives.

Miscellaneous

BOOKGURUZ shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond BOOKGURUZ its reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). These Terms of Use are personal to you, and are not assignable, transferable or sub-licensable by you except with BOOKGURUZ' prior written consent. BOOKGURUZ may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect. Unless otherwise specified in these Term of Use, all notices under these Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

Contact

You may contact us at the following address: Trambaan 7, 8441BH Heerenveen, The Netherlands. W3GURUZ B.V. is registered with the Chamber of Commerce in the Netherlands under number 82020396.

Download

You can download our Terms as PDF [here](#).

Change log:

- 1 March2021: published Terms of Service

PRIVACY STATEMENT

1. Our commitment to privacy

BOOKGURUZ knows that you take your privacy seriously. We do, too. We are committed to be transparent with you about our data practices and to give you control over personal data we collect about you. We don't sell your personal data and by default your settings are privacy friendly. In this Privacy Policy, we outline the reasons why we need to process your Personal Data and the manner in which it is processed. You will also read about your rights and what you can ask us to do with your personal data.

2. About BOOKGURUZ

With BOOKGURUZ you can by using our website (www.BOOKGURUZ.com, "Website") and/or mobile app ("App", together "BOOKGURUZ"). When you use BOOKGURUZ we will process your personal data. This may include sensitive data about you, such as your name and email address.

All personal data is collected, processed and secured in compliance with the stringent EU's General Data Protection Regulation (GDPR). We, W3GURUZ B.V., are controller of the personal data we process about you in relation to the use of our Website and App.

If you have any additional questions about the way we process personal data, please visit our support center at support@BOOKGURUZ.com

This privacy policy was last modified on 1 March 2021. You can download a pdf of this privacy policy to save or print [here](#). If we make significant changes to this privacy policy, we will inform you about it.

3. How do we process your personal data?

3.1 Creating an account

You can create an account to track your wish-list. When you register for an account we ask you to provide some basic information about yourself, such as:

- E-mail address
- Password
- and sometimes a Name (or Alias)

You can also use your Facebook, Google or Apple account to register. If you do so, we may gain access to public profile information such as your name, e-mail address and Apple, Google or Facebook ID.

We process this data as it is necessary to deliver BOOKGURUZ to you (legal basis: the performance of the agreement).

3.2 Using BOOKGURUZ with an account

As a registered user, you can start using BOOKGURUZ. It is up to you how you use BOOKGURUZ. You can glance through our book suggestion, create a wish-list and purchase books via third parties online shops.

Depending on how you use BOOKGURUZ, we process the following data:

- Your personal info, such as your name and e-mail address
- Your in-app searches
- Technical information to make BOOKGURUZ work well, such as your IP-address, device type, browser type, screen size and preferred language.

We process this data as it is necessary for the performance of the agreement.

You can delete your entire account. When you do, we will delete all of your data 90 days after. If you haven't used BOOKGURUZ for more than 2 years we will send you two reminders to ask you if you still want us to keep your data. If there is no response, we will permanently delete your account.

3.3 Improving, securing and optimizing BOOKGURUZ

BOOKGURUZ is constantly in development. We need certain data to optimize your experience and to improve the services. This concerns, for example, the following data:

- How you interact with the app or website, such as search terms, pageviews and messages
- Device information, such as hardware model, OS version, unique ID, browser type, language and WiFi information
- Information collected by cookies and similar technologies
- Crash data

The legal basis for this processing is our legitimate interest to improve the App, by analyzing how the App is used, what problems are encountered and what improvements are necessary. We will limit this processing as much as possible, for instance by pseudonymising the data.

3.4 Cookies

When you visit our App or Website, small text files are stored on your computer, smartphone or other device. These files are called cookies. Cookies help us to function, analyze and personalize the website. We do not make use of tracking cookies to personalize content or show advertisements. For detailed information on the use of cookies, see our cookie policy [here](#).

3.5 Social Media

If you follow us on social media or communicate with us or about us on social media, we may have access to a part of your public profile data. BOOKGURUZ also follows social media channels and may have access to public profile information by doing so.

We do this in order to increase our social media activity, respond to queries, and analyze customer satisfaction. The legal basis for this is our legitimate interest to improve our services.

3.6 Customer satisfaction surveys

BOOKGURUZ conducts customer surveys in several ways. If you contact support or make a purchase, you may receive an invitation to participate in a customer satisfaction surveys. For this purpose we process information such as your e-mail address, the reason for sending you a survey and the results of the survey.

We use the results to improve the quality of our services and products. The legal basis is the performance of the agreement with you.

3.7 Mailings

You can subscribe to our mailings. For this, we need your name and email address. The legal basis for this is your consent. You can unsubscribe at any time by clicking on the 'unsubscribe' button in each email. If you are no longer subscribed, we will remove your name and email address from our mailing list.

You may also receive mails which are necessary for the performance of the agreement with you, such as a confirmation of your account creation, password reset request or changes to our legal documentation.

3.8 Support

You can contact our support department for any issues related to our services. When you do, we process your account details and the contents of your issue, in order to answer your request, on the basis of the performance of the contract with you.

3.9 Contracting partners

We sometimes make use of contracting partners, such as IT providers and affiliate. We may need to process some personal data of our contacts with such partners. We do this for the performance of the contract with these partners.

3.10 Protection of rights

Lastly, we may need to process your data to protect our rights or the rights of third parties and to enforce our Terms of Service or policies, for instance to protect our intellectual property rights when they are violated. We may also share your data as part of a business sale, merger, investment, change in control or transfer of BOOKGURUZ. The legal basis for this are our legitimate business interests.

4. How do we share your personal data?

We will never sell your personal data to third parties for commercial purposes, and neither do we have any intentions to do so in the future. We only share your personal data when necessary for offering our services, as described here.

We provide personal data to third parties who process personal data on our behalf. We enter into a processing agreement with our processors in which we legally bind our processors to process your personal data in accordance with the GDPR. We share data, for instance, with:

- Hosting service providers to store our user data
- Affiliation partners as online bookstores
- Companies which help us analyze usage of the App and Website
- In addition, we may be required by law to provide your information to a third party

Other parties may also be involved in the performance of the agreement with you as an independent or joint controller. We will inform you about it when this is the case.

Your personal data will only be stored or processed outside the European Union (and the EEA) by us or by third parties if this is in accordance with the applicable regulations for the transfer of personal data to countries outside the European Union. This means that we will only transfer your personal data to countries outside the European Union if the European Commission has decided that the third country in question ensures an adequate level of protection, or if other appropriate safeguards are put in place, such as the use of unchanged standard data protection clauses that have been approved by the European Commission.

5. How do we secure your data?

BOOKGURUZ takes the protection of personal data seriously and takes appropriate measures to prevent misuse, loss, unauthorized access, unwanted disclosure and unauthorized alteration.

6. What rights do you have?

As we explained above, most information you can already change in your account. You can also download a copy of all your data or delete your account through your account settings. Also, when you have given us consent for certain processing activities, you can withdraw this consent at any time.

You have the right to access, correction or erasure of your data. You can also ask us to restrict the processing or transfer your personal data and you have the right to object to the processing of your personal data.

To exercise these rights, contact us at support@BOOKGURUZ.com. You can also submit a complaint to the Personal Data Authority.

Thank you for reading our privacy policy. We hope you trust us with your personal data. Stay safe!

CONTACT

You may contact us at the following address:

W3Guruz B.V.
Trambaan 7
8441 BH, Heerenveen
The Netherlands

Alternatively, you can mail us at support@BOOKGURUZ.com

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COOKIE POLICY

Cookies and Similar Technologies on BOOKGURUZ

We and our affiliates use technologies like cookies, pixels, and local storage (like on your browser or device, which is similar to a cookie but holds more information) on our website, in our emails, and identifiers supplied by app platform companies within our apps to provide you with a range of products and services.

Cookies are small pieces of data that are stored on your computer, mobile phone or other device. Pixels are small blocks of code on webpages and in emails that do things like allow another server to measure viewing of a webpage and often are used in connection with cookies. Local storage is an industry-standard technology that allows a website or app to store and retrieve data on a person's computer, mobile phone or other device.

What are cookies and similar technologies used for?

We and our affiliates use these technologies to do things like make BOOKGURUZ's Services easier or faster to use, enable features and store information about you (including on your device or in your browser cache) and your use of the Services; monitor and understand the use of our products and services; and to protect you, others and BOOKGURUZ. We and our affiliates use these technologies to deliver, understand and improve advertising to users of BOOKGURUZ's Services on behalf of BOOKGURUZ and others (such as for entities that have BOOKGURUZ's sponsored or promoted products) on the BOOKGURUZ's apps and websites and on other websites that you visit, based on your activity on the Services.

BOOKGURUZ uses cookies and similar technologies for a number of purposes, including:

- Authentication – BOOKGURUZ may use cookies, local storage and similar technologies to recognize you if you are logged in to our Services, so that we can show you the right information, understand how you use the Services and personalize your experience.
- Security - BOOKGURUZ may use cookies, local storage and similar technologies to support or enable security features we have deployed, and to help us detect malicious activity and violations of our Terms of Service.
- Preferences, features and services - BOOKGURUZ may use cookies, local storage and similar technologies to know which language you prefer, what your communications preferences are, and in order to help you fill out forms on the Services.
- Performance, Analytics and Research - We sometimes use other service providers to help us provide certain products and services and to provide us information about use of the Services to improve the Services and make it appealing to as many users as possible. For example, BOOKGURUZ uses third party analytics providers, like Google Analytics and Facebook Analytics, to better understand who is using the service and how people are using it. As part of providing these services, these service providers may collect and store anonymous information such as time of visit, pages visited, time spent on each page of the website, IP address, and type of operating system used. The placing of these cookies, pixels or other technologies on your device may enable you to be identified across multiple

websites and you should consult our Privacy Policy and the privacy policies of our service providers to understand how they collect and use your data and to ensure that you are comfortable with the manner in which they use cookies.

Can cookies be turned off?

Most web browsers have an option for turning off the cookie feature, which will prevent your browser from accepting new cookies, as well as (depending on the sophistication of your browser software) allowing you to decide on acceptance of each new cookie in a variety of ways. For more information about cookies and how to refuse them, [click here](#). Also, Google has developed a web browser [plugin](#) to allow you to opt-out of Google Analytics' tracking software. Also, certain versions of the iOS operating system permit you to "Limit Ad Tracking" in the system settings and certain versions of the Android operating system allow you to "Opt out of Interest-Based Ads" in the system settings.

Please be aware that limiting the ability of websites to set cookies, however, may worsen your overall user experience, and in some cases the Services will not work properly without cookies, local storage and similar technologies.

Change log:

22 May 2018: Published Cookie Policy