

# 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://www.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 unauthorised 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 authorised 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](mailto: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 written<sup>5</sup> notice of such waiver through one of its authorised 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](#).

## **CHANGELOG:**

- 1 March 2021: published Terms of Service