

Terms of Services for Business Customer

1. Scope of regulations

This document governs the use of the services www.bookonic.com run by Internet Innovation Poland Ltd with its registered office in Poznań, Mokra 4, 61-763 Poznan, Tax ID: 7831684884, with National Official Business Register number (*REGON*): 301 991 561 and NCR number (National Court Register, *KRS*): 0000404648.

2. Definitions

Service provider - Site's owner - Internet Innovation Poland Ltd with its registered office in Poznań, Mokra 4, 61-763 Poznan, with National Official Business Register number (*REGON*): 301 991 561 and NCR number (National Court Register, *KRS*): 0000404648.

Service - time limited access to book recommendation engine and API that can be easily implemented on other website.

Profile - a place on Bookonic site available after logging in (with use of login and password) with Business Customer information, such as: description and other information provided by Business Customer. Business Customer can add and edit personal information.

Terms of Services - these Terms of Service available at:com/terms. Rules presented here refer to Article 8 of the Act on Providing Services by Electronic Means.

Site - website available at: www.bookonic.com,

Business Customer - an individual or an organisational unit having an active account on the Site and who uses Bookonic's API on his/her website.

3. General Provisions

1. Terms of Services set rules on which Service provider provides services to its Business Customers.
2. Terms of Services are available for each Business Customer on the Site and are sent to Business Customers at their request.
3. Information on Services by the Service Provider, including catalogs, brochures, other information materials addressed to Business Customers, are not an offer in the meaning of article 66, clause 1 of the Civil Code.
4. Registered trademarks and brand names belong to authorised entities only and they are mentioned only for the purpose of identification.
5. Terms of Services, orders, contracts and agreements are subjected to Polish law, unless the law states otherwise.
6. Service provider can complete or modify specific rules concerning the terms of providing the Services.

4. Services

Service provider render services for the benefit of Business Customer on terms defined in this agreement (Terms of Services for Business Customer). Service includes time limited access to API which can be implemented on the Business Customer's website. API lets Business Customer present personalized book recommendation and use book recommendation platform.

5. Registration. Terms of Providing the Services

- 1.** Business Customer needs to agree to Terms of Services, complete registration process and create Business Customer account to be able to use services available on the Site.
- 2.** Registration process requires completing required form fields available on the Site and accepting hereby Terms of Services.
- 3.** Business Customer is obliged to give his/her real data in the registration process. Business Customer's account will be blocked for indefinite period of time in case of discovering fake data.
- 4.** Business Customer is obliged to update his/her personal data required to registration always when the change of these data will occur.
- 5.** Business Customer confirms that have read Terms of Services and accepts its' provisions without reservations before registering.
- 6.** Information stated above are used by the Site to identify the Business Customer and allows to use Business Customer's resources.
- 7.** Business Customer can modify or delete personal data using editing mode on Business Customer's Profile at any time.
- 8.** In case of not following the rules stated in Terms of Services and etiquette, Business Customer's account can be blocked in full or partially.
- 9.** Service provider shall not be liable for damage or losses resulting from breaching regulations by Business Customer resulting in blocking or deleting account.

10. Business Customer is obliged to pay a licence fee in accordance with the price list available on the Site.

11. Business Customer will obtain time limited license to API, which can be easily implemented on his/her website after recording the payment by payment system.

6. Prices and Payments

1. Prices are in US dollars (USD) or PL zloty (PLN) depending on the region.

2. Prices include taxes, in particular tax on goods and services at the current rate (VAT).

3. Payment for the Service is done online via payment systems used and available on the Site.

4. Business Customer have possibility of licence payment subscription by automatic renewal of licence (every month). The fee shall be collected from Business Customer bank account monthly in advance.

5. Business Customer can cancel license payment subscription at any time on the Site.

6. Service provider shall not be liable for any bank errors or other agents taking part in payment process.

7. Business Customers may have possibilities of trial use of additional features, services or products within the scope of Services for Business Customers. In trial period the fee shall not be collected. The trial period is set for a given Business Customer once within a given Service. After the trial period the Service can be extended automatically on the basis of payment that apply to this specific Service.

7. Licence

1. Service provider (retaining all property and economic rights to this API) provides Business Customer the right to use this app on one website (license) once Business Customer accepts Terms of Service and download API.
2. This license mentioned in paragraph 1. gives Business Customer right to use only from indicated features of API.
3. The licence does not give Business Customer right to:
 - a. distribute or make available to third parties data which constitute elements of this application,
 - b. downloading or reproduction of data, which are part of the Service or Application, for purposes which are not stated in the terms of Service provision. Service provider has exclusive copyright and property right to this API and application.
 - c. distribution, reproduction, copying, sharing, lease data from the Service regardless of the form to any third party,
 - d. grant sub-licenses;
 - e. making decompile, disassemble, modify or reverse engineer the data which constitute the part of the Site and software.
4. The license is non-exclusive and non-transferable license.

8. Technical Requirements

1. Service may include following elements:
 - a. links, which enable Business Customer to open other internet web pages than The Site's, in this case Internet Innovation Poland Ltd. states that it has not got influence on the content nor it does not verify the content of these websites as well as it has not got impact on Privacy Policy run by administrators by those websites. Moreover, it is advised to get to know all rules and other documents referred to products, other services or content available on these websites;
 - b. frames;

c. advertisements and other promotional materials in any form, including active advertising banners.

2. To use the Site Business Customer needs to have Internet access and browser allowing displaying web pages, personal computer or mobile device having following parameters:

for computer:

a. Internet access

b. installed internet browser

c. installed JAVA-type software

3. It is recommended to use the following browsers in their newest versions:

a. Mozilla Firefox,

b. Google Chrome,

c. Opera,

d. Internet Explorer.

9. Complaints Procedures

1. In the case of any errors concerning Site's performance, the Business Customer should inform Service provider at once.

2. Complaints can be made in person, in writing, by post, via electronic communication, including e-mail. All information of Service provider needed to make complaint are available on the Site.

3. Complaint should include at least:

a. dates when the defect occurred, type or error and description of defect,

b. Business Customer's contact information.

4. Complaint is considered not later than within 14 working days from the date of notification. In some special circumstances this period of time can be extended with next 14 days, especially when defect couldn't be solved within first period of time.

10. Exclusion of Liability

1. By accessing the Site, Business Customer agrees to use the Site in accordance with Polish law regulations and etiquette.

2. Without the consent of the Service Provider Business Customer shall not copy, reproduce or use in whole or in part data or other elements of the Site.

3. Service provided shall not be liable for the way of use of the Site by the Business Customer or third parties acting on behalf of the Business Customer, especially when done contrary to Terms of Services.

4. Service provider shall not be liable to Business Customer or third parties acting on behalf of the Business Customer for any damages caused by hazards of the Internet. Service provider shall not be responsible for any interruption in service provision which were caused by technical issues (e.g.: conservation, inspection, overhaul or replacement) or other reasons beyond Service provider's control.

5. Service provider has the right to terminate or suspend services provision, resulting in changes in the agreement or termination of agreements and contracts between Service provider and Business Customer, after informing the Business Customer on the Site or via e-mail.

6. Service provider has the right to change, modify or update the Site. Service provider will do one's best to inform Business Customer about upcoming changes in service provision with minimum month in advance.

7. Service provider shall not be liable for any faults or technical restraints occurring in technical devices, computer system or telecommunications infrastructure used by Business Customer and which disable correct service provision.

8. Service provider shall not be liable for unavailability or erroneous functionality of the Site resulting from:

- a. specifics of Internet, breaks and delays in transmission;
- b. mechanisms and management procedures used by Internet providers,
- c. other technical aspects which are beyond Service Provider's control.

11. Final Provisions

1. Any disputes arising out of or relating to use of the Site and Services and these Terms of Services shall be amicably resolved. The parties undertake to act in good faith. If mediation is unsuccessful, any disputes shall be submitted for resolution to a court competent for the Service provides registered office.

2. These regulations as well as other documents mentioned here are subject to Polish law, in particular with regard to the Act of 23 April 1964 Civil Code (Journal of Laws of 1964 No. 16, item 93 with amendments), Act of February 4, 1994 on the Copyright and Neighboring Rights (Journal of Law of 2006 No. 90, item 631 with amendments) and Act of July 18, 2002 on Providing Services by Electronic Means (Journal of Law 2002 No. 144, item 1204).

3. Any comments, opinions, information about violation of Terms of Services should be directed to the following e-mail address:@....

4. In order to avoid potential doubts, it is stated that none of the above limit Business Customer's rights with accordance to Polish law. In case of any discrepancies of the terms and law, then the terms are not in force. Business Customer should immediately inform Service provider about discrepancies when noticed.

5. The recognition of individual provisions of Terms of Service with paragraph 4. does not affect validity or effectiveness of other Terms. In place of invalid provision, the rule with the closest meaning to the original term will be applied.

6. Service provider reserves the right to change, modify or add other Terms of Service or other mentioned in this document at any time and inform Business Customer by indicating last date of document modification.

7. In case of lack of acceptance of new or additional Terms of Service, Privacy Policy or other mentioned in this document, Business Customer may not agree to them what results in agreement termination between Business Customer and Service provider and deleting Business Customer's Account.

8. Service provider has the right to change the way the Site works, Terms of Service, Privacy Policy or additional provisions in separate Terms at any time. All changes in Terms of Service, Privacy Policy or other mentioned in this document come into force on the date set forth in their newest versions. In case of lack of date the new provision comes into force within 14 days after publication date on the Site.

9. Terms of Service and Privacy Policy are available at: ...

10. Terms of Service shall come in effect from ...