

Terms of Services for Users

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 - free of charge services which includes: individual book recommendations to each User based on User's personal preferences, and showing price lists of recommended books along with links to online bookstores.

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

User - an individual or an organisational unit having an active account on the Site.

3. General Provisions

1. Terms of Services set rules on which Service provider provides services to its Users.
2. Terms of Services are available for each User on the Site and are sent to Users at their request.
3. Information on services by the Service Provider, including catalogs, brochures, other information materials addressed to Users, is 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

Following services are free of charge: setting up and maintaining an account on the Site, book search and browsing book database. The agreement is concluded after successful registration process and setting up User's Profile. The agreement is concluded for unspecified time and is terminated in the moment of deleting User's account or when User or Service provider terminates an agreement on provision of services.

5. Registration. Terms of Providing the Services

- 1.** User needs to agree to Terms of Services, complete registration process and create User's 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 Privacy Policy and hereby Terms of Services.
- 3.** User is obliged to give his/her real data in the registration process. User's account will be blocked for indefinite period of time in case of discovering fake data.
- 4.** User is obliged to update his/her personal data required to registration always when the change of these data will occur.
- 5.** User agrees to processing User's personal data in compliance with the provision of Act on the Protection of Personal Data dated 29.08.1997 (Journal of Laws 133, item 883) and accepts Privacy Policy available on the Site. Lack of these agreements will result in failure of registration process, thus the User will not be able to use some of the functions on the Site.
- 6.** By agreeing to processing User's personal data, User agrees to show data on User's Profile.
- 7.** User can agree to receiving commercial, advertising and marketing information from Service provider and Service provider's business partners during registration process and any time later. User can cancel this permit and resign from receiving this information at any time.
- 8.** User confirms that have read Terms of Services and accepts its' provisions without reservations.
- 9.** Information stated above are used by the Site to identify the User and allows to use User's resources.
- 10.** User can modify or delete personal data using editing mode on User's Profile at any time.
- 11.** In case of not following the rules stated in Terms of Services and etiquette, User's account can be blocked in full or partially.

12. In case of discovering multi-accounts, blocking can be applied to all accounts.
13. Service provider shall not be liable for damage or losses resulting from breaching regulations by User resulting in blocking or deleting account.
14. User can log into Site using User's social media sites, such as BookLikes, Twitter or Facebook.
15. Logging into the Site via Facebook will be possible without the necessity of logging out from Facebook after modifying User's Profile and downloading book recommendation app available on the Site. Additional features which enable using of dedicated apps for Site are regulated in separate document.

6. Technical Requirements

1. Service may include following elements:

- a. links, which enable User 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 User 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.

4. In the event of occurrence of other requirements for computers and mobile devices, the information will be presented on the Site in separate regulations.

7. Prices and Payments

Free of charge services include: use of materials and information available on the Site, book search, use of book recommendations app based on User's preferences and past read.

8. Complaints Procedures

1. In the event of any errors on the Site, the User 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. User's contact information.

4. Complaint is considered not later than within 14 business 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.

9. Exclusion of Liability

1. By accessing the Site, User agrees to use the Site in accordance with Polish law regulations and etiquette.
2. Without the consent of the Service Provider User shall not copy, reproduce or use in whole or in part - with the exception for the cases of fair use under the Copyright and Neighboring Rights of February 4th, 1994 - as well as the information, data, or other elements of the Site.
3. Service provided shall not be liable for the way of use of the Site by the User, especially when done contrary to Terms of Services.
4. Service provider shall not be liable to User or third parties acting on behalf of the User 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, resulting in termination of agreements and contracts between Service provider and Users, after informing the Users.
6. Service provider shall not be liable for services provided by third parties on the Site which provide services in their own name and their own profit and with rules and agreements by mutual agreements of the parties.
7. Service provider has the right to change, modify or update the Site. Service provider will do one's best to inform Users about upcoming changes in advance.
8. Service provider shall not be liable for any faults or technical restraints occurring in technical devices, computer system or telecommunications infrastructure used by User and which disable correct service provision.

9. 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.

10. Personal Data Protection

1. User agrees to personal data access and collection during registration process, setting up User's Profile and by sharing User's profile information from social media, such as Twitter, Facebook, BookLikes. Service provider processes data in accordance with Privacy Policy.

User agrees to User's personal data processing in compliance with the provision of Act on the Protection of Personal Data dated 29.08.1997 (Journal of Laws No. 133, item 883) and Act of 18 July, 2002 on Providing Services by Electronic Means and accepts Privacy Policy available on the Site on www.bookonic.com/politykaprywatności. The service provider also declares that data base of Users personal information is protected by law. Each user has the right to access and modify User's personal data.

2. User can withdraw User's consent to personal data processing and request personal data deletion from Service provider's database.

3. By registering on the Site User agrees to personal data processing for the marketing, informative, statistic and publishing (in all media, TV, radio, Internet, mobile and fixed-line telephony) purposes. Media publication will be presented in a way disabling direct contact with the User and his personal name.

4. By registering User agrees to access, collection and personal data processing for marketing, market research and individual preferences research purpose of personal data, such as: e-mail

address in order to improve the Services offered by Service provider in accordance with the Act of 18 July, 2002 on Providing Services by Electronic Means (Journal of Laws No. 144, item 1204).

5. User may agree to personal data processing for marketing purposes not directly related to Services offered by the Service provider or Service provider's business partners. Such consent is not obligatory during registration process and may be withdrawn at any time by User.

6. User may agree to personal data processing in Cookies files used for statistic purposes and to improve Site's performance.

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. The above statements do not infringe the consumer rights.

2. These regulations as well as other documents mentioned here, such as Privacy Policy, Terms of Services for using additional features of the Site 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 August 29, 1997 on the Protection of Personal Data (Journal of Law of 2002 No. 101, item 926 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 User's rights with accordance to Polish law. In case of any discrepancies of the terms and law, then the terms are not in force. User should 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, Privacy Policy or other mentioned in this document at any time and inform Users 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, User may not accept them what results in agreement termination between User and Service provider and deleting User'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 ...