



BOOKSBASE®

The Marketplace For Education & Innovation

I. User Agreement

Terms

These Terms of Use apply to the use of BooksBase. BooksBase advises you to thoroughly read these Terms of Use to ensure that you are aware of your rights and obligations.

Article 1. Definitions

Content: all information placed on the Platform by BooksBase itself, including but not limited to the layout, look and feel of the Platform, the logos, and trademarks, as well as specific texts.

Terms of Use: these Terms of Use of BooksBase

Intellectual Property Rights: all the intellectual property rights and associated rights such as copyright, trademark rights, patents, model rights, trade name rights, database rights, and neighboring rights as well as the rights to know-how and one-line performances.

Platform: The Platform that can be accessed through the website BooksBase.com and underlying web pages which offer you the possibility to [connect with other users to buy and sell books offline, and to share documents]

Profile: an individual or group section created and maintained by you when you sign up on the Platform.

Educational Content: Any content posted on the platform by users via the documents or the community.

Study Material: all information offered by you or other users of the Platform on the Platform whether or not for payment.

BooksBase is a company that offers an online Platform that gives [users the opportunity to connect with other users to buy and sell books offline and to share and publish documents] hereafter BooksBase. This Platform is defined further in terms of Use. BooksBase: has its registered offices at [B. Van Tienhoven Gracht 41H] and is registered at the Dutch Chamber of Commerce with company registration number [72222204]

Article 2. Intellectual Property Rights

2.1 The Intellectual Property Rights regarding the Platform, as well as all Content and Materials published on and/or transmitted through the Platform, are vested in BooksBase: and/or its licensor(s).

2.2 Under the conditions stated in this Terms of Use, BooksBase hereby grants you a limited, personal, revocable, non-exclusive, non-licensable, non-assignable right to use the Platform and the Content and view it in the manner and the format as used on the Platform.

2.3 You may not change, render illegible, or remove any trademark or recognition signs affixed to the Website, the Content, and/or any references to Intellectual Property Rights.

2.4 Nothing in these Terms of Use is construed to transfer any Intellectual Property Rights to you. You will refrain from any action which may infringe on the Intellectual Property Rights of BooksBase: such as registering domain names, trademarks or Google AdWords' that are identical and/or like any Intellectual Property Rights of BooksBase:

2.5 Without the prior written consent of BooksBase: no one is allowed to retrieve and re-use a substantial part of the Contents of (parts of) the Platform and/or retrieve and repeatedly and systematically re-use non-substantial parts of the Contents of the Platform within the sense of the Dutch Databases Act.

2.6 Study Material & Educational Content offered on BooksBase is only to be used as a study aid. You are not permitted to submit Study Material found on BooksBase as your work if it is not, as this is in breach of copyright. This is also plagiarism and constitutes academic misconduct at all educational institutions.

II. Terms of Use

Effective Date: 10th of December 2019

Account registration information

When you register with BooksBase, you will be asked to create an account and provide BooksBase with certain information, including, without limitation, a valid email address.

Any profile you create must be accurate and describe you, a person. The profile requires standard fields to be completed, the optional fields include any telephone numbers, street addresses, email addresses or other means of contacting you. Users can provide us with that information, but this information will not be shared with other users via the BooksBase platform.

You understand and acknowledge that you have no ownership rights to your account. If you cancel your BooksBase account or if you chose to terminate it, most of your account information from BooksBase will be deleted from BooksBase' databases and will be removed from any public area of BooksBase site; please see the privacy statement for further details.

To comply with administrative obligations, BooksBase must store some part of the data you provided. We refer to our privacy statement for the details hereof.

BooksBase reserves the right to delete your account and all Your Information after a significant duration of inactivity.

Intellectual property right

BooksBase respects the intellectual property rights of any authentic creator of written materials. This implies that BooksBase requires any registrar with BooksBase not to make infringement of intellectual property rights, such as, but not limited to, the copyrights of an author of materials. Plagiarism is a clear example of the breach of someone else's intellectual property rights.

Liability

BooksBase will monitor the observance of all applicable terms and conditions and the conduct guidelines included herein. BooksBase is entitled to undertake action, such as, but not limited to:

- I. Terminating the accounts of a user;
- II. Blocking users or preventing them from accessing to BooksBase site for a specific user.

Besides the above measures that BooksBase may apply to you; you will indemnify and hold us harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these terms, or your violation of any law or the rights of a third party.

Despite the prescriptions in these terms, the site of BooksBase may contain inaccurate, inappropriate, or possibly offensive material, and we assume no responsibility or liability for such content.

To the extent legally permitted, we expressly disclaim all warranties, representations, and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, and fitness for a particular purpose of any product, material or service offered via BooksBase. We are not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of BooksBase.

Concerning your wallet, we provide users with the means and instruments to protect your account and your e-wallets. In case a user account was hacked or stolen, BooksBase should not be held accountable. It is instead your responsibility to protect and to report an infringe to your wallet or account to us.

[BooksBase will never be held responsible for any act or use conducted by any user outside the network, and any harmful act or use that may or may not affect BooksBase reputation in public.]

[Despite the previous paragraph, if BooksBase would appear to be liable, our liability to you or any third party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) is limited to 100 euro.]

Dispute resolution

In case of any disputes between you and BooksBase, Dutch law will apply. To the extent legally permitted, the court of Amsterdam will be competent.

Corporate identity

The URL www.BooksBase.com is operated by BooksBase, a company incorporated according to Dutch laws and registered in the Dutch chamber of commerce under number 72222204.

If you would like to contact us, please send an e-mail to info@BooksBase.com

III. Community use and code of conduct

In all your connections that you have via BooksBase, we expect you to be polite and respectful.

In conversations that may evolve, you may respectfully disagree with another user's opinions, but you may not flame or belittle another user for having those different opinions. This includes but is not limited to the tormenting, threatening, harassing, humiliating, embarrassing, or otherwise targeting of any person. Classification is subject to the interpretation of BooksBase. In more detail, we expect from you:

- I. Not to post rude or abusive messages, including personal attacks on other users;
- II. Not to post defamatory or other insulting or inappropriate messages;
- III. Not to place any material on the forum that infringes the intellectual property rights or other rights of any third party or breaches any applicable laws, which includes, but is not limited to, plagiarism and stealing other people content;
- IV. Not to use any forum for transmitting any spam, junk mail, or any other form of commercial solicitation;
- V. Not to post onto any Forum anything that contains any software viruses or any other code, file, program designed to harm the function of any computer or telecommunications equipment
- VI. Not to collect, store or share with a non-user (or attempt to collect, store or share with a non-user) any personal data that it may receive about other users of any forum;
- VII. You may not use any other user's materials posted on a forum, such as photos or texts, without first obtaining the publishing user's prior written consent;
- VIII. If you include a link from any other website to BooksBase's site, you will ensure that such a link opens in a new browser window and will link to the full version of an HTML formatted page of the website.

You should be aware that comments submitted to any forum may be recorded and stored in multiple places, both on the site of BooksBase and elsewhere on the internet. These comments may be accessible for a long time, and users will not have control over who may read them. Users should be careful and selective over the personal information they disclose about themselves and others. In particular, users should not disclose sensitive, embarrassing, proprietary, or confidential information in any

comments made on any forum. Users should not include sensitive personal details (like e-mail or physical addresses or telephone numbers) anywhere on the forum, but mainly on public message boards. We take no responsibility for any issues arising from any user's disclosure of any such information on any forum.

Users should not post repetitive topics in one form or post multiple times back to back. It is up to the judgment of BooksBase to protect the forums and uphold these rules. BooksBase also has the right to edit your post to take out offensive statements or remove your post/thread if they feel you have broken the code of conduct. Besides, it is up to BooksBase that any prohibited use of the community page or the messaging system will result in either blocking the user account or his posts or terminating his account. BooksBase will, in its discretion, remove any content or post that misleading information or incorrect information that may be considered as deceptive or invalid.

If any user spotted a prohibited use conducted by any other user, the former has the right and the ability to report this to BooksBase in the first place.

Rating system

On BooksBase, users can rate each other based on their experience from interacting together. Rating should be fair and not biased by any reason that does not apply to the use of BooksBase platform.

If a user receives a negative rating exceeding 59%, the user will be blocked and will be asked to terminate his account. In some cases, which is up to BooksBase, BooksBase can terminate your account immediately if any prohibited act was conducted on the platform.

Messaging system

Users can use the messaging system on BooksBase to communicate with other users. When a user sends a message to another user, the user who receives the word has the right to accept or decline the message. Only authorized or registered users can see other users' names and information provided on their profile.

Also, users can share posts and comments on social media. When adding a post on the community, users can choose to whom the content will be displayed and to which countries and cities. Besides, users can allow non-registered users to access their posts.

IV. General terms posting and selling secondhand books, and publishing, sharing and reading Documents

Books Sales information

Books for sale can be posted directly via the inventory button once you log-in to your account. You can determine the price and the delivery method (Meeting or Pick up) when you post your book. Please, be aware that When publishing a book for sale, you must make sure you are inserting the right information and pictures, and please remember that only second-hand books can be posted by individuals on our platform. You must stipulate in your offer if the condition is weak/damaged.

When you post your Book, you can see the details on the front end before publishing the book. Make sure to have the right info before publishing. Users who see your book and verify it as a good purchase can contact you via the messaging function to plan the purchase with you. Be aware not to make or receive any advanced payment before the actual delivery take place. And make sure to check the details and the quality of the book or the payment before submitting the payment as complete.

Regarding the delivery, both the buyer and seller have to complete this process by using the messaging function. If the book or materials are to be delivered by pick-up or meeting, both the seller and the buyer must be available at the time and place they planned to complete the purchase.

When you sell your book, you must change the status of the book from available to Sold. You can do this by clicking on 'Mark as Sold' button, which is displayed next to the book details information on your inventory. Once the book status is changed to sold, the book will be displayed on your public profile under the sold book section.

Publishing and sharing your materials

Next to posting your book for sale, you can also publish, share, and read documents, like book summaries, research papers and other written information created by you. When posting your materials or educational content, you must clearly describe the type of content, the subject and all additional relevant information such as references and citations. The option to share your materials is restricted to materials that are created by yourself and of which you are the sole intellectual property owner. Make sure only to post content you own and to use proper references when using someone else work. Please, note that 'The Basic version' or the free version does not grant you the option to sell or buy documents as this version has no payment solution.

Intellectual property

BooksBase respects the (intellectual) property of others, and we ask you to do the same. The unauthorized posting, sale, reproduction illegally to others without the owner or BooksBase permission, copying, plagiarism, distribution, or public display works constitutes an infringement of the (copyright) owners' rights. As a condition to your use of BooksBase sites, you agree not to use BooksBase site to infringe the (intellectual) property rights of others in any way. BooksBase reserves the right to terminate the accounts of any Users, and block access to BooksBase sites of any users who are repeated infringers of the copyrights, or other (intellectual property) rights, of others. BooksBase reserves these rights in its sole discretion. Notwithstanding the foregoing, if you believe in good faith that a notice of (copyright) infringement has been wrongly filed against you, please contact BooksBase.