

# Terms of Use

Date of last revision: 27 August 2008.

Access to and use of Bookrants.com both within the UK and internationally is provided on the following terms:

1. By using Bookrants.com you agree to be bound by these terms, which shall take effect immediately on your first use of Bookrants.com. If you do not agree to be bound by all of the following terms please do not access, use and/or contribute to Bookrants.com.

2. Bookrants.com may change these terms from time to time and so you should check these terms regularly. Your continued use of Bookrants.com will be deemed acceptance of the updated or amended terms. If you do not agree to the changes, you should cease using this website.

## Signing Up

3. In the Account registration process, you will be required to choose a login name and a password. While you are encouraged to use a pseudonym, especially if you are under 16, you may not choose a login name that violates anyone's trademarks, publicity rights or other proprietary rights. Login/user name are not changeable.

The following types of names are inappropriate:

- Vile, profane, rude, or racist names including common swear words, anatomical references, racial slurs, and homonyms of these words.
- Names of religious or significant historic origin (e.g. Jesus, Allah, Stalin, Hitler).
- Trademarked names.
- Names of famous people.

4. For all of the above, misspellings and alternative spellings of the words are also unacceptable.

5. All user names that fall under any of the categories above may be suspended and/or deleted immediately, without any prior notice.

## Use of Bookrants.com

6. You agree to use Bookrants.com only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of Bookrants.com. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting/ uploading obscene or offensive content ("content" includes, but is not limited to, photos and text comments) or disrupting the normal flow of dialogue within Bookrants.com.

7. You are solely responsible for the photos, profile (including your name, image, and likeness), messages, notes, text, information and other content that you upload, publish or

display on Bookrants.com. You may not post, transmit, or share user content on Bookrants.com that you did not create or that you do not have permission to post.

### **Intellectual Property**

8. All copyright, trade-marks, design rights, patents and other intellectual property rights (registered and unregistered) in and on Bookrants.com and all content (including all applications) located on the site shall remain vested in Bookrants.com or its licensors (which includes other users). You may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use Bookrants.com content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any Bookrants.com content except for your own personal, non-commercial use. Any other use of Bookrants.com content requires our prior written permission.

9. The names, images and logos identifying Bookrants.com or third parties and their products and services are subject to copyright, design rights and trade-marks of Bookrants.com and/or third parties. Nothing contained in these terms shall be construed as conferring any licence or right to use any trade mark, design right or copyright of Bookrants.com or any other third party.

### **Contributions to Bookrants.com**

10. By sharing any contribution (including any text, photographs, graphics) with Bookrants.com you agree to grant to Bookrants.com, free of charge, permission to use the material in any way it wants (including modifying and adapting it for operational and editorial reasons).

11. Copyright in your contribution will remain with you and this permission is not exclusive, so you can continue to use the material in any way including allowing others to use it.

12. In order that Bookrants.com can use your contribution, you confirm that your contribution is your own original work, is not defamatory and does not infringe any UK or International laws, that you have the right to give Bookrants.com permission to use it for the purposes specified above, and that you have the consent of anyone who is identifiable in your contribution or the consent of their parent / guardian if they are under 16.

13. Please do not endanger yourself or others, take any unnecessary risks or break any laws when creating content you may share with the Bookrants.com community.

14. If you do not want to grant Bookrants.com the permission set out above on these terms, please do not submit or share your contribution to or with Bookrants.com.

15. If you have any questions about contributing content to the Bookrants.com, please contact us at [admin@bookrants.co.uk](mailto:admin@bookrants.co.uk).

### **Bookrants.com Community**

16. You agree to use Bookrants.com (including message boards) in accordance with the following Rules. These apply across the Bookrants.com community site.

#### **(i) About your posts:**

- Contributions must be civil and tasteful.

- No unlawful or objectionable content. Unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.
- No spamming or off-topic material. We don't allow the submission of the same or very similar contributions many times. Please don't submit off-topic material in subject-specific areas.
- No advertising or promoting.
- Contributions containing languages other than English may be removed if they are revealed to breach any of the above rules.
- No impersonation.
- No inappropriate (e.g. vulgar, offensive etc) user names.
- URLs (web site addresses) can only be posted if prior consent is obtained from Bookrants.com.

### **(ii) Your Bookrants.com Account:**

17. If you use multiple logins for the purpose of disrupting a community or annoying other users you may have action taken against all of your accounts.

18. All accounts must be registered with a valid personal email address that you access regularly so that moderation emails can be sent to you. Accounts registered with someone else's email address, or with temporary email addresses may be closed without notice. We may require users to re-validate their account if we believe they have been using an invalid email address.

19. Bookrants.com reserves the right to close accounts if any user is seen to be using proxy IPs (Internet Protocol addresses) in order to attempt to hide the use of multiple accounts, or if a non UK user pretends to be a UK user, or disrupts any of our services in any way.

### **(iii) Safety:**

20. We advise that you never reveal any personal information about yourself or anyone else (for example: telephone number, postal address, home address or email address or any other details that would allow you to be personally identified) in the Bookrants.com community.

### **(iv) Legal requirements:**

- You may not submit or share any defamatory or illegal material of any nature on Bookrants.com. This includes text, graphics, video, programs or audio.
- Contributing material to a Bookrants.com community with the intention of committing or promoting an illegal act is strictly prohibited.
- You agree to submit to or share with Bookrants.com communities only contributions which are your own original work. You must not violate, plagiarise, or infringe the rights of Bookrants.com or third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.

### **(v) If you're under 16:**

- Please get a parent's or guardian's permission before taking part in the Bookrants.com community.
- Never reveal any personal information about yourself or anyone else (for example, school, telephone number, your full name, home address or email address).

#### **(vi) If you breach these Community Rules:**

21. If you fail to abide by these Community Rules (and/or any variations of the rules from time to time) when taking part in a Bookrants.com community, you will be sent an email which informs you why your contribution has been refused or edited. This email will also include a warning that continuing to break the rules may result in action being taken against your account or accounts.

22. This action may include a temporary or permanent suspension of your ability to participate in any or all of the Bookrants.com community areas.

23. If you submit or share offensive or inappropriate content to or with any Bookrants.com community or anywhere else on Bookrants.com or otherwise engage in any disruptive behaviour, and Bookrants.com considers such behaviour to be serious and/or repeated, the Bookrants.com may use whatever information that is available to it about you to stop any further such infringements. This may include informing relevant third parties such as your employer, school or email provider about the infringement(s).

#### **User Disputes**

24. You are solely responsible for your interactions with other Bookrants.com users. We reserve the right, but have no obligation, to monitor disputes between you and other users.

#### **Termination**

25. Bookrants.com may terminate your membership, delete your profile and any content or information that you have posted on the Site and prohibit you from using or accessing the Service or the Site for any reason, or no reason, at any time in its sole discretion, with or without notice. You as the user also have the right to terminate your account with Bookrants.com at any time and for any reason.

#### **Disclaimers and Limitation of Liability**

26. The majority of content posted on Bookrants.com is created by members of the public. The views expressed are theirs and unless specifically stated are not those of Bookrants.com. Bookrants.com is not responsible for any content posted by members of the public on Bookrants.com or for the availability or content of any third party sites that are accessible through Bookrants.com. Any links to third party websites from Bookrants.com do not amount to any endorsement of that site by Bookrants.com and any use of that site by you is at your own risk.

27. Bookrants.com content, including the information, names, images, pictures, logos and icons regarding or relating to Bookrants.com its products and services (or to third party products and services), is provided "AS IS" and on an "AS AVAILABLE" basis. To the extent permitted by law, Bookrants.com excludes all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Bookrants.com does not guarantee the timeliness, completeness or performance of the website or any of the content. While we try to ensure that all content provided on Bookrants.com is correct at the time of publication no responsibility is accepted by or on behalf of Bookrants.com for any errors, omissions or inaccurate content on the website.

28. Bookrants.com shall not be liable for any of the following losses or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of

goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of Bookrants.com regardless of the form of action.

28. Bookrants.com does not warrant that functions available on Bookrants.com will be uninterrupted or error free, that defects will be corrected, or that Bookrants.com or the server that makes it available are free of viruses or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

## **General**

29. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.

30. You shall comply with all applicable laws regarding your use of Bookrants.com and your access to your Account.

31. The failure or delay of Bookrants.com to exercise or enforce any right in these terms does not waive Bookrants.com's right to enforce that right.

32. These terms shall be governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes.

## **Effective date**

These terms are effective as of 27 August 2008.