

General terms and conditions for the use of BookBeat AB's services

1. Applicable law

These general terms and conditions shall apply in the United Kingdom and shall be interpreted and governed in accordance with Swedish law. These terms and conditions shall not provide for any limitation on any consumer protection rights by which you may be covered in accordance with applicable, mandatory legislation in your country of residence. In the event any provision of these general terms and conditions is found to be invalid or unenforceable, the invalidity of that provision shall in no way affect the enforcement of the other provisions of these general terms and conditions, and that provision shall be enforceable to the extent permissible under applicable legislation, provided this does not result in these general terms and conditions becoming unreasonably unbalanced.

2. General

These general terms and conditions set out the terms and conditions on which you may register an account and make purchases on our United Kingdom website at www.bookbeat.com/uk and our United Kingdom mobile apps (together the “Service”). You must be a legal resident of the United Kingdom (England, Wales, Scotland and Northern Ireland) to register an account and make purchases on our Service.

When you register an account and/or make purchases on our Service you are making a legally binding agreement with us on these general terms and conditions. If you do not agree with these general terms and conditions, you do not have permission to use the Service and must immediately cease doing so. Please read these general terms and conditions carefully before registering an account or making a purchase and keep a copy for future reference.

We draw your attention in particular to section 17, which explains how we limit our liability to you.

BookBeat offers a subscription service that gives users access to eBooks and audiobooks via the Service for a specified number of hours per subscription period. BookBeat also allows registered users to make individual purchases of eBooks and audiobooks via the Service at any time, with or without a subscription.

3. Eligibility requirements

You may only register a user account and make purchases from us using the Service if you are at least 18 years of age or have the consent of a parent or legal guardian. You must also be a legal resident of the United Kingdom and be using one of our accepted payment methods.

4. Registration of user account

In order to obtain access to the content in the Service, you must register and create a user account. To be able to register a user account on the Service, you must be a legal resident of the United Kingdom. This is verified either by IP-address or payment method.

You are responsible for providing the correct information about yourself and for ensuring that no other person obtains access to your login information or password. You will only be able to create a user account if you have a valid e-mail address. You can change the e-mail address you have provided under “My account” on the Service.

You can add family members to your user account as extra profiles (see **section 7**). By adding extra profiles to your account, you, as the account owner, have the responsibility to ensure that all profiles linked to your account comply with these general terms and conditions.

5. Technical and geographic requirements for using the Service

All eBook and audiobook content offered through the Service is made available via streaming. Therefore, the Service requires an Internet connection and BookBeat’s app, which is available via App Store, Google Play and AppGallery for tablets and mobiles. You can find out which version of the operating system BookBeat’s app requires in the App Store, Google Play and AppGallery.

BookBeat is not responsible for any faults and/or delays arising due to you not having the necessary equipment, software and/or internet capacity. BookBeat reserves the right to change the technical requirements of the Service from time to time.

When using the Service offline, you may be requested to log in to your account from time to time and towards the end of a current subscription period to ensure you have an active subscription.

The content available through the Service may vary depending on the national service for which you have registered. The content available through the Service may also vary and/or be limited to your country of residence and/or your geographical location.

BookBeat reserves the right at any time to decide which devices you are entitled to use for the Service. You only have the right to register and use the Service on a maximum of five (5) devices. If you add extra profiles, you can use the Service on one (1) additional device per profile, resulting in a maximum of nine (9) devices.

You will be given prior notification of any significant changes regarding compatible and/or permitted devices and given the opportunity to terminate and/or not to renew your subscription prior to such change taking effect.

6. Purchasing a subscription

To purchase a subscription on the Service, you must first register a user account. Once you have registered your account, you will be able to select a subscription from the available options on the Service. The subscription options available from time to time, and their features, are explained on the Service.

If you purchase a subscription, your subscription will be for an initial 30-day subscription period and will then automatically renew for successive periods of 30 days until cancelled (see **sections 13** and **14** for more information on cancellation).

Once you have purchased a subscription, you will be able to access the content in the Service for a certain number of hours per 30-day subscription period. The number of hours that can be used during the current subscription period depends on which subscription you have purchased.

The hours that are deducted for reading an eBook or listening to an audiobook in its entirety can be found in the information text of the respective eBook or audiobook.

For audiobooks, the hours spent listening to the entire book read aloud at normal speed is shown. For eBooks, the number of hours listed is based on how long it takes to read the book at normal reading speed. This value is calculated based on the time it takes for a certain number of characters and images in an audiobook to be read aloud. If you read an entire eBook or listen to an entire audiobook, it is the time stated on the book's information page that will be deducted, regardless of the time you actually took to read or listen to the relevant eBook or audiobook.

If you read or listen to part of a book, time will be deducted in proportion to how much of the book you have read or listened to. If you read or listen to the same part of a book several times during an ongoing subscription period, the time will only be counted once during the subscription period for the selected format. If you have reached your hours limit for a subscription period, you cannot continue listening or reading before the next subscription period, unless you choose to buy additional hours (see **section 7**) (this also applies to books you have already listened to or read). Hours not used during a subscription period are lost and do not roll over to the next subscription period.

We reserve the right to make changes to the subscriptions available on the Service from time to time. We will give you prior notification of any significant change and you will have the opportunity to terminate and/or not to renew your subscription prior to such change taking effect.

7. Purchasing and using additional hours and extra profiles

If you have an active subscription you might be eligible to purchase additional hours and extra profiles on the Service.

You can purchase extra profiles if you would like to allow a family member to have access to the content on the Service through your subscription. You can purchase a maximum of four (4) extra profiles for family members (see also **section 5**). You are solely responsible for all use of extra profiles that are linked to your account, including for any purchases made using your account and for any changes made to your account and your subscription.

8. Purchasing and using a gift card subscription

To purchase a gift card subscription, you do not need to have a BookBeat account. Simply select your gift card subscription from the available options on the BookBeat website, enter your payment details and submit your order.

Gift card subscriptions are delivered as digital codes to the email address you provided when making your purchase. Your gift card subscription will be delivered when we email you to confirm acceptance of your order.

You are solely responsible for providing a correct email address when placing your purchase and for the safe-keeping of the digital code we send. If you provide an incorrect email address when placing your order or the digital code is lost, we will have no obligation to send a replacement.

Gift card subscriptions purchased in the United Kingdom can only be redeemed for use on the United Kingdom Service.

Gift card subscriptions must be redeemed within 12 months of purchase. If a gift card subscription is not redeemed within 12 months, it will automatically expire without notice. Expired gift card subscriptions cannot be redeemed, returned or refunded and no replacement will be issued.

Gift card subscriptions can be used by the person making the purchase or can be given to another person as a gift. Once a gift card subscription has been redeemed, it cannot be transferred to another person. Except as stated in these general terms and conditions or as required by applicable law, gift card subscriptions cannot be transferred, exchanged or redeemed for cash.

If we reasonably suspect a gift card subscription has been obtained or used fraudulently, unlawfully or otherwise in breach of these general terms and conditions, we reserve the right to void or otherwise refuse to accept that gift card subscription without giving a refund and/or to limit, suspend or terminate your ability to use the Service and make purchases from us.

9. Purchasing individual eBooks and audiobooks

To purchase an individual eBook or audiobook, you must first register a user account as described in **section 4**. Once you have registered your account, you will be able to order an eBook or audiobook from the library available from time to time on the Service.

When you submit your order for an eBook or audiobook, you are making an offer to purchase the eBook or audiobook on the basis of these general terms and conditions. This does not mean we have accepted your order. A legal contract for your order will only come into force once we have processed your order, taken payment and sent you an email confirming our acceptance of your order.

When we accept your order, the eBook or audiobook you have ordered will immediately appear in your account library on the Service. You can download the eBook or audiobook for personal, non-commercial use and use or stream it offline in the BookBeat app. However, you cannot download the book as a local file or otherwise use or access it outside the BookBeat app.

The eBook or audiobook you have ordered will usually remain available in your account library as long as you maintain a valid user account. If you do not access your account (log in) for a period of three (3) years, your account will be closed and you will lose access to any eBooks and audiobooks you have purchased. However, BookBeat will inform you before the end of this period so that you can prevent deletion in good time. An eBook or audiobook may also be temporarily or permanently unavailable under certain circumstances, such as if BookBeat stops offering individual sales of eBooks and audiobooks through the Service or due to a restriction of rights by the content supplier.

10. Price and payment

Please see BookBeat’s website for current types of subscriptions and information regarding the prices that apply to each type of subscription. Prices for extra profiles and additional hours are also available on the website.

For purchases of individual eBooks and audiobooks, the current price for that eBook or audiobook is specified in the relevant product listing. Users with an existing subscription may benefit from a reduced price for purchases of individual eBooks and audiobooks.

All prices stated on the Service include applicable VAT. Prices may vary from time to time.

Payment must be made using one of our accepted payment methods.

If you purchase an individual eBook or audiobook, payment will be taken at the time you place your order for the eBook or audiobook.

If you purchase a subscription, a gift card subscription, an extra profile or additional hours, the payment for your purchase is taken at the time you place your order. However, if your subscription started with a free trial, the payment for your subscription will be taken on the day after the free trial period ends, unless you terminate the subscription before the end of the free trial (see **section 12** for more information on free trials). Subsequently, your subscription will renew automatically every 30 days and the subscription fees will be charged to your registered payment method in advance on the first day of each 30-day subscription period. Accordingly, you will continue to be charged on a recurring 30-day basis until you cancel your subscription (see **sections 13** and **14** for more information on cancellation).

Where you redeem a gift card subscription, the subscription will end at the end of the applicable subscription period unless you had an active subscription when the gift card was used. If that’s the case the subscription continues, and the subscription fees are paid by your registered payment method.

If you purchase a subscription, you authorize us to take each recurring payment for your subscription using the payment method registered to your account at the time the payment is due, without the need for you to re-enter your payment details each time. If you update your payment method, you authorize us to take all future payments using the new payment method without requiring you to re-enter your payment details. You can change your payment method at any time by visiting the Service and clicking on the link “My account”.

If a payment cannot be made due to the expiry of your card, there being insufficient funds on your account or for any other reason, and you do not change your payment method details

or close your account, BookBeat may suspend your access to the Service until BookBeat has received payment or you cancel your subscription. In the case of delayed payment, BookBeat is entitled to charge penalty interest, reminder fees and, where applicable, statutory debt collection fees.

11. Changes to prices or terms and conditions for the Service

BookBeat reserves the right to change prices or terms and conditions for the Service, including these general terms and conditions (also during campaign periods) if this is necessary because of significant changes in the circumstances, changes in the Service's production or acquisition costs or other expenses, or because of other acceptable reasons. Changes to prices or terms and conditions will be notified by e-mail or a message in the Service and may also be published on BookBeat's website. The change will take effect in the following subscription period, but no earlier than 30 days after notice of the change was given. If you do not accept the change, you are entitled to cancel your subscription at the end of the current subscription period if you notify BookBeat, no later than the day prior to the renewal of the subscription that you wish to cancel your subscription. Such notice of cancellation should preferably be given via BookBeat's website.

In certain cases, BookBeat is entitled to change its prices or terms and conditions with immediate effect where a change is due to changes in exchange rates, taxes, VAT, public charges, decisions from public authorities, or legislative or regulatory changes requiring BookBeat to adapt its prices or terms and conditions or causing BookBeat to incur manifestly increased costs. If you do not approve a change in prices or terms and conditions, you can cancel your subscription upon the new terms and conditions taking effect, by notifying BookBeat accordingly.

Changes clearly beneficial to you as a user do not need to be notified to you and may take effect immediately and do not provide you with an entitlement to cancel the subscription with immediate effect.

12. Trial periods and campaigns

BookBeat may from time to time offer campaign prices and trial offers for new users. Unless stated otherwise in connection with the relevant offer, you may only take advantage of a trial offer if you have not previously had a subscription or taken advantage of a trial period or similar offer. Unless stated otherwise, the terms and conditions of campaigns and trial offers apply until further notice. BookBeat reserves the right to amend such terms and conditions.

At the time of registration, the applicable terms and conditions for a relevant campaign and/or trial offer are stated on BookBeat's website.

All subscriptions provided on an initial free or reduced-price trial basis are subject to these general terms and conditions in the same way as a paid subscription, save that the subscription is provided at no cost or at a reduced cost during the free or reduced-price trial period.

If you do not cancel your subscription before the end of your trial period, your subscription will convert into a paid subscription that automatically renews every 30 days, starting on the day after the end of your trial period. BookBeat will charge you the applicable subscription fee on the first day of each recurring 30-day subscription period. The price you will be charged will be the then-current price for the subscription type you purchased, as stated on the Service. BookBeat will not give you specific notice when the trial period ends, and you are therefore personally responsible for keeping track of when the trial period ends and when a fee will be charged for your subscription.

13. Subscription term and termination

All subscriptions are subject to a 30-day subscription period, which automatically renews at the end of each subscription period until terminated by you or us before the end of the relevant subscription period.

You can give notice to cancel your subscription at any time. If you cancel your paid subscription before the current subscription period has ended, your paid subscription will end when that subscription period has expired. If you are a trial customer, your subscription will end with immediate effect.

Cancellation takes place via BookBeat's website. You must cancel your subscription before the end of the prepaid 30-day period, no later by the end on the day prior to the renewal of the subscription, or your subscription will be renewed for a further 30-day period at the price applicable to your subscription type.

This **section 13** does not limit or affect your legal right to change your mind and cancel your contract within the 14-day cancellation period in accordance with **section 14**.

If you are in breach of these general terms and conditions, BookBeat is entitled to suspend your access to the Service or cancel your subscription with immediate effect. You may also be liable in damages if you are in breach of these general terms and conditions. BookBeat is also entitled to cancel your subscription with a 30-day period's notice in the event of the discontinuation or modification of the Service.

14. Right of cancellation

In most cases, you have the right to change your mind and cancel your contract within 14 days without giving any reason. However, this doesn't apply where you have made an individual purchase of eBooks and audiobooks or purchased a gift card subscription, and it has been redeemed (see below for more information).

The cancellation period ends 14 days after the day your contract started (i.e. when you got access to the subscription service). If you change your mind and wish to cancel your subscription, you must let us know before the end of the 14-day cancellation period. Please contact us using the contact information in **section 22**. You can also tell us using the Cancellation Form at the end of these general terms and conditions, but you don't have to. To meet the cancellation deadline, it is sufficient for you to send your communication telling us you wish to cancel before the cancellation period expires.

If you change your mind and cancel your contract, we will make a refund as soon as possible to your original payment method, unless expressly agreed otherwise. You will not incur any fees as a result of the refund.

The right to change your mind does not affect the rights you have if your product or the Service is faulty (see below for more information).

No right to cancel redeemed gift cards and individual purchases of eBooks and audiobooks

When you purchase a gift card, your gift card is made available to you immediately after you completed the purchase. Therefore, prior to submitting your order for a gift card, you will be asked to tick a box to confirm that you agree to the immediate supply of the gift card and that, by agreeing to this, you lose your right to cancel as soon as the gift card is redeemed. This means that you do not have the right to cancel the contract once the gift card has been redeemed, and you will not be entitled to a refund.

When you purchase an individual eBook or audiobook, your book is made available to you immediately after you completed the purchase. Therefore, prior to submitting your order, you will be asked to tick a box to confirm that you agree to the immediate supply of the book and that, by agreeing to this, you lose your right to cancel. This means that you do not have the right to cancel the contract once you have completed your purchase and the digital content has been made available to you in your account library, and you will not be entitled to a refund.

The right to change your mind does not affect the rights you have if your product or the Service is faulty. Nothing in these general terms and conditions affects your legal rights under

the Consumer Rights Act 2015 (also known as ‘statutory rights’). You may also have other rights in law. If there is a problem with your subscription or digital content, for example if it is faulty or not as described, please contact us using the contact details in **section 22**. We will let you know what to do next. To help avoid faults with digital content, you must comply with the technical requirements set out in **section 5**.

15. BookBeat’s obligations and rights

BookBeat provides the Service as is at a given point in time. The user is aware and understands that the content in the Service and the functions in the Service are subject to change at any time without prior warning. BookBeat seeks to offer its users the widest possible selection of products but provides no guarantee that all the eBooks and audiobooks you demand are available at all times, since the content is continuously updated. Furthermore, BookBeat may modify the Service for valid reasons.

BookBeat may communicate with you via the BookBeat app, e-mail, telephone or physical mail regarding topics that are strictly to do with BookBeat’s service. For example, service interruptions or your BookBeat subscription and payments.

BookBeat may also contact you regarding offers, book recommendations, products, functions, surveys or events that are tied to BookBeat via the BookBeat app, telephone or physical mail. If you have approved it, you may also be contacted via e-mail.

The Service is available 24 hours a day. However, BookBeat provides no guarantee that the Service will be free from defects or stoppages at all times. BookBeat is not responsible for your inability to access the Service due to events beyond BookBeat’s control (such as overload, network and/or other communication faults, your mishandling as a user, or your defective equipment). In the event of a defect or stoppage in relation to the Service, BookBeat is entitled to rectify the defect or stoppage without it being considered to be a breach of contract. BookBeat is also entitled to reasonably suspend the Service for e.g. updates and maintenance.

BookBeat has the right to assign its rights and obligations under these general terms and conditions, either in whole or in part, to a third party.

16. Use of the Service and the user’s responsibilities

When you make a purchase on the Service, you will not own any of the content you are given access to. All of the content BookBeat provides via the Service is and will remain owned by

BookBeat or BookBeat's content providers and is protected by copyright and other intellectual property rights. By creating a user account and paying the fee for your subscription and/or an individual eBook or audiobook purchase, or by accessing content through a gift card subscription or extra profile, you are granted a non-exclusive, non-transferable, limited right to access the subscription content and/or purchased content via the Service for your own personal, non-commercial use strictly in accordance with these general terms and conditions. Nothing in these general terms and conditions assigns or transfers to you or any other party any right of ownership or other intellectual property rights relating to the content in the Service. As a user, you are entitled to listen to audiobooks, read eBooks and access the other content in the Service in accordance with these general terms and conditions. The Service is for personal use only and may not be used for any commercial, promotional or public purpose.

Your account is personal to you and may not be shared with third parties. However, you may purchase extra profiles to allow family members to access content through your subscription, subject always to your and your family members' full compliance with these general terms and conditions. The use of all extra profiles that you have linked to your user account must comply with these general terms and conditions, for which you as the account holder are solely responsible.

You agree not to: copy, whether in whole or in part, audiobooks or eBooks or any other content in the Service; circumvent the technical measures designed to prevent users from copying any content in the Service; distribute eBooks, audiobooks or any other content in the Service including (without limitation) by selling, copying, lending, renting out or publishing on the internet, not even for personal use. You must not share copies of eBooks, audiobooks or any other content in the Service with family members or friends. Only direct personal use by those with extra profiles purchased and registered with the Service is permitted.

Any reproduction and distribution of audiobook and eBook files or their content is prohibited. This also includes printing or selling the book. You must not lend or distribute the audiobook or eBook to third parties in any form.

Furthermore, you must not use the Service in any manner in breach of these general terms and conditions or for any unlawful purpose. Furthermore, you may not encourage any other person to use the Service in any manner in breach of legislation or these general terms and conditions. You are responsible for ensuring that the e-mail address you provided is correct and up-to-date, since most communications relating to your subscription and your purchases will take place by e-mail.

You are only permitted to leave a review of an eBook or audiobook if you have purchased that eBook or audiobook as an active subscriber and you have given that book a rating. Your review must be your own honest, genuinely held opinion of the book and must not be or contain any information that is false or misleading. You are only permitted to leave one review of each eBook and audiobook. If you leave a review on the Service, you acknowledge that your first name and your review will be publicly available on the Service. By leaving a review on the Service, you grant to BookBeat a non-exclusive, perpetual, worldwide license to use and reproduce (and to grant a sub-license to BookBeat's group companies and other third parties to use and reproduce) your review (in full or in part) for any purpose, including (without limitation) for internal business purposes, for publicity purposes and for general advertising, marketing and PR purposes. This license includes the right to modify your review (including without limitation to shorten it or to use extracts from it), to incorporate your review into or combine it with other materials, and to publish and distribute your review in any media, including (without limitation) on the Service and other BookBeat and third-party websites and social media. You hereby waive absolutely and irrevocably all moral rights in your review arising under the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights you may have in any territory of the world.

As a user of the Service, you are responsible for ensuring that, in any reviews/tips you provide, you comply with applicable legislation and do not use words or expressions that may be taken as discriminatory, insulting or offensive in any forum that may be associated with BookBeat. If you suspect any unauthorized use of your account, you must immediately inform BookBeat and change your password. You are personally responsible and liable for all loss caused as a result of you having given another person access to the Service via your user account. BookBeat is entitled to cancel your subscription with immediate effect or block access to the Service if BookBeat has reason to suspect that your account is being used in any way by an unauthorized person.

You may not assign your rights and obligations under these general terms and conditions, either in whole or in part, to a third party without BookBeat's consent.

Reservation for text and data mining / AI training:

The content of the Service may not be used for the development, training, and/or enhancement of AI systems, especially generative AI systems. The use of the content for text and data mining is explicitly reserved. Therefore, text and data mining is only permitted to the extent allowed by an explicit contractual or legal provision.

17. Limitation of liability

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any: (i) losses that were not foreseeable to you and us when the contract was formed; (ii) losses that were not caused by any breach on our part; (iii) losses arising as a result of a delay or failure to perform where caused by an event or circumstance outside our reasonable control; (iv) business losses; or (v) losses to non-consumers.

18. Personal Data

In order to provide you with the Service, BookBeat will process certain personal data, such as your name, e-mail and payment details, as a data controller in accordance with the EU General Data Protection Regulation. For further information on how BookBeat processes such personal data please see BookBeat's Privacy Notice available on BookBeat's website at <http://www.bookbeat.co.uk/privacy-notice>

19. Social media

When you have an account with BookBeat, you can let your friends receive book tips by sharing links with them on social networks, such as Facebook and Instagram. When you have shared a link to a book in BookBeat, by clicking on the link your friends who follow you in the social fora can access the presentation of the shared item.

You may at any time remove any of your posts on social media containing the link. BookBeat assumes no responsibility or liability for the content you share on social networks. BookBeat reserves the right to suspend your access to all or part of BookBeat if you use the Service on social media in a manner BookBeat considers reprehensible, for example by publishing or creating something which is libelous or defamatory, insulting, constitutes harassment or bullying, or is otherwise offensive or reprehensible, or if you send junk mail to other users of the Service or otherwise act in breach of applicable legislation and/or rules and regulations.

20. File protection

All copying and improper dissemination of audiobook and eBook files is prohibited. You are personally responsible for ensuring that eBooks/audiobooks are not disseminated to third parties in accordance with the provisions of **section 16** above.

21. Complaints and disputes

If you have a complaint about any aspect of the Service, please contact our customer services department using the contact details in **section 22**. Please provide as much information as possible about your complaint, so that we can properly understand the issue and do our best to resolve it for you.

In the event a dispute arises between BookBeat and you, we will try to resolve the dispute informally to your and our mutual satisfaction. If BookBeat and you are unable to reach an agreement, each of us has the right to bring and defend any claim in a court of law where you reside.

22. Contact details

BookBeat AB, a limited company incorporated in Sweden (reg. no: 556560-4583, VAT no.: SE 556560458301), with registered address Sveavägen 56, 111 34 Stockholm Sweden, provides the Service. To contact our customer services department, please send an e-mail to help@bookbeat.com or call us at 0-800-048-8557. Please send other questions to info@bookbeat.com or to our address BookBeat AB, Box 3159, 103 63 Stockholm, Sverige. You can also contact us on telephone 0-800-048-8557.

These general terms and conditions are only available in English.

The terms were last updated 10-02-2025

Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To: BookBeat AB

Sveavägen 56, 111 34 Stockholm Sweden

help@bookbeat.com

I hereby give notice that I cancel my contract of sale for the supply of the following product(s):

Product(s): _____

Ordered on: _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s): _____

(only if this form is notified on paper)

Date: _____

*It is not obligatory to use this Cancellation Form. It is easiest and quickest to simply contact us using our contact details set out in **section 22** of these general terms and conditions. If you do wish to use this Cancellation Form, please send it to us at the email or postal address set out at the top of this Cancellation Form.*