

## **BookBeat AB 2020-03-18**

### **GENERAL TERMS AND CONDITIONS FOR THE USE OF BOOKBEAT AB'S SERVICES**

#### **1. Applicable legislation**

These general terms and conditions shall apply in all European Union member states 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**

BookBeat offers a subscription service giving users access to read and/or listen to an unlimited number of eBooks and audio books which are available from time to time via the service (referred to below as the "Service"). These general terms and conditions constitute an agreement between you and BookBeat concerning the use of the Service. You may only obtain access to the Service if you agree to comply with these general terms and conditions. By activating your account, you agree to be bound by these general terms and conditions. We will not file a copy of any subscriptions made by you.

#### **3. Age limit**

You may only accept these general terms and conditions if you have reached the age of majority or have consent of a legal guardian.

#### **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 for the Service, you must be resident in the country where the national service is available. 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 email address. You can change the email address you have provided under "My account" on BookBeat's website.

#### **5. Technical and geographic requirements for using the Service**

Due to the streaming solution, the Service requires an Internet connection and BookBeat's app, which is available via App Store and Google Play for tablets and mobiles.

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 from time to time.

After you have used the Service offline for a one month period, you may be requested to go online to ensure you have an active subscription.

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

BookBeat reserves the right to from time to time 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.

## **6. Price and payment**

Please see BookBeat's website for current types of subscriptions and information regarding prices. All prices stated on the website includes applicable VAT. In addition to payment pursuant to this section, data traffic charges may be payable to your operator, which are a matter between you and your operator beyond the scope of these general terms and conditions.

For new users, payment is made directly when taking out the subscription or, if you have taken advantage of a trial offer, when the trial period ends and you have not terminated the subscription beforehand. Payment can be made using approved payment methods or by using a voucher (ie. Gift Card). Subsequently, the subscription fees will be charged to your registered payment method in advance every 30th day. Accordingly, you will continue to be charged until you cancel your subscription. Where you have paid using a voucher (ie. Gift Card), the subscription will end when the value of the voucher has been used up unless you had an active subscription when the voucher was used. If that's the case the subscription continues and the subscription fees are paid by your registered payment method. In some cases, your charge date may change. This happens for example, if there are insufficient funds in your account at the time of payment.

You can change your payment method by visiting our website 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.

## **7. 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 email 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 one month 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. 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.

## **8. Trial periods and campaigns**

BookBeat will 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.

At the end of your trial period, it will convert automatically into a permanent monthly subscription and BookBeat will charge you for the following month if the subscription is not cancelled prior to the end of the trial period. 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.

## **9. Term of the agreement and termination**

You can cancel your subscription at any time. If you cancel your subscription before the current period has ended, your subscription will shut off when that period has expired. If you are a trial customer, your subscription will end with immediate effect. A period consists of 30 days.

Cancellation takes place via BookBeat's website. You must cancel your subscription before the end of the prepaid one month period, no later than 23.59 CET on the day prior to the renewal of the subscription, or your subscription will be renewed for a further one month period at the applicable monthly fee.

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 one month period's notice in the event of the discontinuation or modification of the Service.

#### **10. Right of cancellation of purchase and complaints**

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform BookBeat of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). For contact details please see section 17 below. Here you can access a model cancellation form which can be used to exercise your right of cancellation (you are not, however, obliged to use this form). To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

However, if you attempt to download, stream, or consume the content of the Service in any way during the withdrawal period you acknowledge and accept that: (i) you consent to such content being supplied during the withdrawal period; and (ii) as a result of the supply beginning, your right to withdraw will cease, which means that you will not be able to withdraw from your purchase even if the withdrawal period has not expired. However, you are still entitled to cancel your subscription in accordance with section 9 of these general terms and conditions.

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If the Service is defective or incorrect and you want to present a claim for that reason, you have to notify BookBeat and describe the defect, within a reasonable period from when you discovered the defect; two months is always regarded as being within a reasonable period.

BookBeat recommend that you make any complaints in writing, by email or letter; you will find the contact details under section 17. If the complaint is not made within a reasonable period from when the defect was discovered, or ought to have been discovered, or within two (2) years from when you received the defect Service, you lose the right to claim any

remuneration from BookBeat. However, national differences to the two (2) years period may exist in your country and, if so, any such longer period shall apply. In Sweden, you have the right to make a complaint within three (3) years from the time you received the defect Service before you lose the right to claim any remuneration from BookBeat.

When a complaint is accepted, you are reimbursed for all your costs relating to the complaint.

## **11. 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 audio books you demand are available at all times, since the content is continuously updated.

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.

The liability of BookBeat for damages, regardless of the legal basis of the claim, caused by the breach of material obligations under these general terms and conditions shall in case of slight negligence be limited to the amount of the foreseeable damage typical for this kind of agreement. Any further liability for slight negligence shall be excluded. Material obligations under these general terms and conditions are obligations, the fulfillment of which is essential to the proper performance of the agreement and the compliance with which the user may normally rely upon.

The above limitation of liability does not apply to cases of mandatory statutory liability and in cases of personal injuries caused by negligence.

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.

## 12. Use of the Service and the user's responsibilities

All of the content BookBeat provides via the Service is owned by BookBeat or BookBeat's content providers and is protected by copyright. By creating a user account and paying the fee, you receive a non-exclusive, non-transferable, limited license to the content in the Service to be used in accordance with these general terms and conditions. These general terms and conditions do not entail that the right of ownership or other intellectual property rights relating to the content in the Service are assigned or transferred to you or any other party. As a user, you are entitled to listen to audio books, read eBooks and access the other content in the Service in accordance with these general terms and conditions during the subscription period. The Service is for personal use only and may not be used for any commercial or public purpose.

Your account is personal to you and may not be shared with third parties. You undertake not to, whether in whole or in part, copy audio books or eBooks or any other of BookBeat's content in the Service and not to violate in any other manner the technical restrictions intended to prevent users from copying any content in the Service or disseminating eBooks, audio books or any other of BookBeat's content in the Service by, for example, selling, copying, lending or renting out, not even for personal use. Furthermore, you are not entitled to 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 email address you provided is correct and up-to-date, since most communications relating to your subscription and your purchases will take place by email.

As a user of BookBeat's 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 misused by an unauthorized person in any other manner.

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.

## 13. 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.

#### **14. 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 Twitter. 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.

#### **15. 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 12 above.

#### **16. Applicable legislation**

In the event a dispute arises between BookBeat and you, the parties shall, in the first instance, seek to resolve the dispute by means of a mutual agreement. If BookBeat and you are unable to reach an agreement, you have the right to bring the case to a court of law where you reside

The European Commission provides for an online dispute resolution platform, which you can access here: <http://ec.europa.eu/consumers/odr/>. There might also be alternative dispute resolution in your country. The dispute resolution bodies varies depending on your country of resident, contact details can be provided by BookBeat if you contact us by using the contact details set out in section 17 below.

#### **17. 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 email to [help@bookbeat.com](mailto:help@bookbeat.com) or call us at 0-800-048-8557. Please send other questions to [info@bookbeat.com](mailto:info@bookbeat.com) or to our address BookBeat AB, Box 3159, 103 63 Stockholm, Sverige. You can also contact us on fax or telephone 0-800-048-8557.

These general terms and conditions are only available in English.

The terms were last updated on 18 Mars 2020.