



# TERMS OF SERVICE

Updated May 2022

These terms and conditions (the "**Terms of Service**") govern your access to and use of Booksource's websites and mobile applications that link to or reference these Terms of Service (collectively, the "**Service**"). By accessing or using the Service, you are agreeing to these Terms of Service and concluding a legally binding contract with Booksource, Inc. ("**Booksource**"). Do not access or use the Service if you are unwilling or unable to be bound by the Terms of Service.

## 1. Definitions

### 1. Parties

"**You**" and "**your**" refer to you, as a user of the Service. A "**user**" is someone who accesses, browses, crawls, scrapes, or in any way uses the Service. "**We**", "**us**", and "**our**" refer to Booksource.

### 2. Content

"**Content**" means text, images, photos, audio, video, location data, and all other forms of data or communication. "**Your Content**" means Content that you submit or transmit to, through, or in connection with the Service, such as ratings, reviews, check-ins, and messages. "**User Content**" means Content that users submit or transmit to, through, or in connection with the Service. "**Booksource Content**" means Content that we create and make available in connection with the Service. "**Third Party Content**" means Content that originates from parties other than Booksource or its users, which is made available in connection with the Service. "**Site Content**" means all of the Content that is made available in connection with the Service, including Your Content, User Content, Third Party Content, and Booksource Content.

## 2. Changes to the Terms of Service

We may modify the Terms of Service from time to time. When changes are made, we will notify you by making the revised version available on this webpage, and will indicate at the top of this page the date that revisions were last made. You should revisit these Terms of Service on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms of Service. **You understand and agree that your continued access to or use of the Service after any posted modification to the Terms of Service indicates your acceptance of the modification.**

## 3. Translation

We may translate these Terms of Service into other languages for your convenience. Nevertheless, the English version governs your relationship with Booksource, and any inconsistencies among the different versions will be resolved in favor of the English version.

## 4. Using the Service

### 1. Eligibility

To access or use the Service, you must be 18 years or older and have the requisite power and authority to enter into these Terms of Service. You may not access or use the Service if you are a competitor of ours.

### 2. Permission to Use the Service

We grant you permission to use the Service subject to the restrictions in these Terms of Service. Your use of the Service is at your own risk.

### 3. Site Availability

The Service may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

#### 4. User Accounts

You must create an account and provide certain information about yourself in order to use some of the features that are offered through the Service. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. We reserve the right to close your account at any time for any or no reason.

#### 5. Communications from Booksource and other Users

By creating an account, you agree to receive certain communications in connection with the Service. For example, you might receive promotional email updates. You may opt out of non-essential emails at any time.

### 5. Content

#### 1. Our Right to Use Your Content

We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("**Other Media**"). As such, you hereby irrevocably grant us worldwide, non-exclusive, royalty-free, sublicensable, transferable rights to use Your Content for any purpose. You also irrevocably grant the users of the Service and any Other Media the right to access Your Content in connection with their use of the Service and any Other Media. Finally, you irrevocably waive, and cause to be waived, against Booksource and its users any claims and assertions of moral rights or attribution with respect to Your Content. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of Your Content.

#### 2. Ownership

As between you and Booksource, you own Your Content (see 5. Content, 1. Our Right to Use Your Content for usage). We own the Booksource Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, and all other elements and components of the Service excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world (the "**IP Rights**") associated with the Booksource Content and the Service, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Booksource Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Service and the Booksource Content are retained by us.

#### 3. Advertising

Booksource and its licensees may publicly display advertisements and other information adjacent to or included with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

#### 4. Other

We reserve the right to remove, screen, edit, or reinstate User Content from time to time at our sole discretion and without notice to you. We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee any confidentiality with respect to Your Content.

## 6. Restrictions

We are under no obligation to enforce the Terms of Service on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms of Service, we reserve the right to investigate and take appropriate action at our sole discretion.

### 1. You agree not to, and will not assist or enable others to:

1. Violate the Terms of Service;
2. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Service or Site Content (other than Your Content), except as expressly authorized by Booksource;
3. Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Service or any Site Content;
4. Reverse engineer any portion of the Service;
5. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Service or on any materials printed or copied from the Service;
6. Reformat or frame any portion of the Service;
7. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on Booksource's technology infrastructure or otherwise make excessive traffic demands of the Service;
8. Attempt to gain unauthorized access to the Service, user accounts, computer systems or networks connected to the Service through hacking, password mining or any other means;
9. Use the Service or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "**Viruses**");
10. Use any device, software or routine that interferes with the proper working of the Service, or otherwise attempt to interfere with the proper working of the Service;
11. Use the Service to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Service or Site Content; or
12. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Service, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Service.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior written notice to us here, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

## 7. Guidelines and Policies

### 1. Content Guidelines

You represent that you have read and understood our Content Guidelines.

### 2. Privacy

You represent that you have read and understood our Privacy Policy. Note that we may disclose information about you to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms of Service and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the public. If you use the Service outside of the United States, you consent to having your personal data transferred to and processed in the United States.

### 3. Copyright And Trademark Disputes

Please see our Infringement Policy for information about copyright and trademark disputes.

## 8. Suggestions and Improvements

By sending us any ideas, suggestions, documents or proposals ("**Feedback**"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, publish, distribute and sublicense the Feedback.

## 9. Third Parties

The Service may include links to other websites or applications (each, a "**Third Party Site**"). We do not control or endorse any Third Party Site. You agree that we are not responsible for the availability or contents of such Third Party Sites. Your use of Third Party Sites is at your own risk.

Some of the services made available through the Service are provided in connection with third parties and subject to additional terms posted here which are incorporated herein by reference.

## 10. Indemnity

To the extent allowed by law, you agree to indemnify and hold Booksource, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising out of (i) your access to or use of the Service, (ii) your violation of the Terms of Service, or (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Booksource reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Booksource. Booksource will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. Nothing in this Agreement waives any party's immunity.

## 11. Disclaimers and Limitations of Liability

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF BOOKSOURCE AND ITS SUBSIDIARIES, AFFILIATES, AND LICENSORS (COLLECTIVELY, THE "BOOKSOURCE ENTITIES"). EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

1. THE SERVICE AVAILABLE IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS. YOUR USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK.
2. THE BOOKSOURCE ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE CONDUCT OF THIRD PARTIES. ACCORDINGLY, THE BOOKSOURCE ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS.
3. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICE OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICE.
4. THE BOOKSOURCE ENTITIES DISCLAIM ALL LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) LOSS OF OR DAMAGE TO REPUTATION OF BOOKSOURCE OR ANY THIRD PARTY, OR (v) LOSS OF INFORMATION OR DATA.

## 12. Choice of Law and Venue

Missouri law will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and Booksource (a "**Claim**"), without regard to conflict of law provisions. Venue for any, and

all, legal action arising out of the terms covered herein shall be solely in St. Louis, Missouri FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN ST. LOUIS, MISSOURI

### 13. Termination

1. You may terminate the Terms of Service at any time by discontinuing your use of the Service.
2. In the event of any termination, whether by you or us, these Terms of Service will continue in full force and effect, including our right to use Your Content as detailed in Section 5.

### 14. General Terms

1. We reserve the right to modify, update, or discontinue the Service at our sole discretion, at any time, for any or no reason, and without notice or liability.
2. We may provide you with notices, including those regarding changes to the Terms of Service by email, regular mail or communications through the Service.
3. Except as otherwise stated in Section 9 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
4. The Terms of Service contain the entire agreement between you and us regarding the use of the Service, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms of Service.
5. Any failure on Booksource's part to exercise or enforce any right or provision of the Terms of Service does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
6. If any provision of the Terms of Service is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms of Service shall otherwise remain in full force and effect and enforceable.
7. The Terms of Service are not assignable, transferable or sub licensable by you except with Booksource's prior written consent, but may be assigned or transferred by us without restriction. Any assignment attempted to be made in violation of the Terms of Service shall be void.
8. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

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CEO