

General Terms and Conditions

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Preamble

Following are the General Terms and Conditions (the "Terms") applicable to all users of the bookrix.com website, irrespective of whether you are an author, reader or otherwise use the bookrix.com website.

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After completing your registration, the system will automatically confirm your registration by sending a confirmation e-mail to the e-mail address you specify during registration. This confirmation is created automatically and contains a link allowing you to activate your BookRix account. We hope you will enjoy BookRix!

Having made the statements above, the clauses set out below apply:

GENERAL TERMS AND CONDITIONS

1. Definitions

In case the terms which are displayed in bold below are used within these Terms (including the Preamble), such terms have the meaning respectively ascribed to such terms below:

Access Data username and the respectively valid password;

Account the personal domain created by the User which enables the User to log in on BookRix, to upload, to make available to Third Parties and/or to publish Content;

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| Uploading | uploading, setting up and/or saving on BookRix; |
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2. Scope

2.1. Users accept these Terms by using the BookRix Service and/or the BookRix website. These Terms govern the relationship between BookRix and User and they are binding on both BookRix and each User. Users who do not agree with these Terms must not use the BookRix website or the Service. Users should not register with BookRix if there is any disagreement with these Terms.

2.2. In addition, in case certain particular services are used, with respect to such particular services special rules may apply. If and to the extent special rules apply with respect to a particular service, such special rules will be submitted and/or made available to User prior to the use of the special service.

2.3. Third Parties are neither included nor protected by the contractual relationship between the User and BookRix unless these Terms explicitly provide otherwise.

2.4. Users shall not permit Third Parties to use eBooks created on and/or uploaded to BookRix and/or other data, information, graphics or other Content which has been processed on or by BookRix in any form for industrial or commercial purposes and shall not permit Third Parties to publish such eBooks on other systems, servers or other media unless such disclosure and/or publication is carried out via the embedding code provided by BookRix available in "My Books" ("Promotion Tools") and on the "Book Detail Page".

3. Registration, Provision of Personal Data; Access Data

3.1. The User represents and warrants that all information provided during the registration process is true and complete. The User shall, as necessary, update all data provided during registration when such data changes. Users are prohibited from using false identities, aliases or the identity of any Third Party or to use a User Name or Password belonging to any other person. At its sole discretion, BookRix has the right to verify all registration data, itself or through any agent, third party or otherwise, to assure the truthfulness of the registration data.

3.2. The User may change his or her password at any time. The User shall maintain all Access Data in strict confidentiality and shall take all reasonable steps to keep the Access Data secret. In cases where a User knows or suspects that Access Data has been compromised, the User shall immediately inform BookRix by email.

3.3. Users shall maintain no more than one account. In case BookRix suspends or cancels an account in accordance with these Terms, the User is not permitted to open a new account.

3.4. These Terms do not provide for if and to what extent Third Parties are permitted to read, alter and/or use Content uploaded, revised, made available and/or published on or via BookRix by the User. eBooks which the User has created on and/or uploaded to BookRix may be saved on BookRix pursuant to these Terms only and may be made available to Third Parties on BookRix or via BookRix through the embedding code provided in "My Books" ("Promotion Tools") and on the "Book Detail Page".

3.5. These Terms apply to all uses of the BookRix website and Service, irrespective of whether such use requires a user to be logged into an account or whether the use is of functions on the BookRix website that do not require registration or login.

4. Availability

4.1. Users have no implied right to use the Service or BookRix website. BookRix reserves the right to delete or hide Content uploaded by a User at any time at BookRix's sole discretion. In addition, the terms of the author agreement apply to all Content that has been uploaded by a User for sale through BookRix.

4.2. BookRix does not warrant or guarantee that the BookRix website and/or the Service shall be available without interruption. BOOKRIX MAKES NO COMMITMENT, WARRANTY OR GUARANTEE THAT THE BOOKRIX WEBSITE SHALL AT ALL TIMES OPERATE IN A TIMELY, UNINTERRUPTED OR ERROR-FREE MANNER, OR THAT THE SITE WILL MEET THE USERS' EXPECTATIONS OR PURPOSES. BookRix may in its discretion modify any of the features, availability, operation and/or format of the BookRix website and BookRix is under no obligations to give notice of such modifications to the Users.

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4.4. Neither the deletion nor the blocking of Content nor the temporary or final closing down of BookRix gives rise to any claims of the User against BookRix.

5. Content and Scope of Rights

5.1. The User has full responsibility for any information, data, graphics, text and other Content which the User uploads, revises or communicates, publishes and/or makes otherwise available over or discloses via BookRix to Third Parties. BookRix neither controls such information, text, data, graphics and other Content nor does BookRix adopt them as its own.

5.2. The User hereby expressly represents and warrants that the User has the right to upload and/or revise any Content uploaded and/or revised by the User and that such uploading and/or revision does not violate the rights of Third Parties.

5.3. BookRix expects that all Users treat each other in a respectful and friendly way. To this end BookRix has drafted the **Code of Conduct** (<http://www.bookrix.com/codex.html>) which all Users must comply with. In case a User violates the BookRix Code, BookRix has the right, at its sole discretion, to cancel such User's account and terminate the relationship, including termination of the author agreement, if any. Such termination shall not require prior notice and shall result in the deletion of the User's account as well as all Content uploaded by the User.

5.4. The User agrees not to use the BookRix website or the Service to:

- upload, post or otherwise transmit any Content that may, pursuant to the federal and state laws of the United States of America be considered unlawful, pornographic, obscene, threatening, harassing, tortious, defamatory, libelous, an invasion of privacy, hateful, or racially, ethnically or otherwise objectionable;

- upload, post or otherwise transmit any Content that may, pursuant to the federal and state laws of the United States of America be considered harmful to minors
- disseminate "spam;"
- interfere with the operation of the BookRix website in any manner, including without limitation through the use of viruses, Trojan horses, worms or any other programs or technology designed to disrupt or damage software or hardware;
- harvest e-mail addresses or other User information or to monitor the activity on the Site through any technological device, including without limitation the use of robots, crawlers and/or spiders; or
- impersonate or spoof any other User or Third Party or any entity

5.5. In addition to complying with these Terms, Users shall assure that they will adhere to all local and national laws that pertain to their location.

5.6. The User agrees and acknowledges that any illegal uploading, revising, publication and/or communication of information, data, graphics and/or other Content in violation of these Terms may give rise to obligations of the User to pay damages or to other obligations of the User and may also constitute a criminal offence and/or other breach of the law.

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5.8. In case the User, in spite of a warning, repeatedly and/or continuously violates the Code of Conduct, BookRix has the right to terminate the contractual relationship between BookRix and the User with immediate effect. In this case, the termination of the contractual relationship can be effected by the deletion of the Account of the User and the Content uploaded on BookRix by the User, without any further pre-announcement being required.

5.9. Users are hereby advised that the uploading of illegal and/or prohibited Content may expose the User to civil and criminal liability. The User hereby agrees to hold harmless and indemnify BookRix, its affiliates, undertakings affiliated with BookRix, the shareholders of BookRix, the managing directors and holders of commercial power of BookRix and any other employees, agents, directors and/or shareholders of BookRix against any and all claims and demands raised by Third Parties based on or in connection with Content which the User has uploaded, revised, made available to Third Parties and/or published on or via BookRix or arising from any conduct or lack of conduct of a User, including without limitation reasonable attorneys fees, court costs and other expenditures incurred by BookRix in the defense of any such claims.

5.10. If and to the extent that the User processes and/or revises Content which has been uploaded on BookRix, the User hereby explicitly warrants that the User has the right to process and/or revise such Content in the way processed and/or revised by the User. Moreover, the User hereby explicitly warrants that the processing and/or revision of Content does not result in such Content violating the rights of Third Parties and the User represents and warrants that such Content complies with the standards provided for in Section 10 below.

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5.13. Except as provided for in any author agreement entered into between a User and BookRix, Users shall have no right to compensation for the use of Content uploaded by a User.

5.14. Any User who uploads any work of authorship (hereafter "Work") created by the User to the BookRix website has the opportunity, subject to availability, to also position such Work with Third Party partners of BookRix who offer free publication services (such as, without limitation, "Google Books"). To the extent a User wishes to take advantage of such an opportunity by choosing such option on the Service, the following provisions apply:

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10.5. It is prohibited to disturb any technical process on BookRix or to interrupt or otherwise interfere with the regular channels of a communication on or via BookRix. Any form of electronic attack, including without limitation any denial-of-service attacks, on BookRix is strictly prohibited. Without limitation, the following shall be deemed to constitute an electronic attack as contemplated by this Section 0: the breaking or attempt to break security-barriers on BookRix; the use of programs or software to sort or peek data (for example the use of crawlers, spiders or bots), the uploading, saving, setting up and/or spreading of or infecting of BookRix with viruses, worms, Trojans, and/or the use of links, programs or other operations which are capable of causing damage to BookRix, the BookRix website and/or Third Parties and/or so-called "brute force attacks.

11. Copyright Infringement Claims

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12. Termination; Deletion of Content

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12.2. BookRix has the right to terminate the contractual relationship with the User with immediate effect by deleting, making invisible or blocking the Account of the User in case the User breaches her or his obligations arising from these Terms in a way rendering further use of BookRix by the User unacceptable for BookRix for any reason at the sole discretion of BookRix, if BookRix considers that the further use of BookRix by a User is not in the best interest of BookRix or for any violation of these Terms or the Code of Conduct. All data, graphics or other Content which has been uploaded on BookRix by the User will be deleted in such cases.

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12.4. All warnings will be given via e-mail to the e-mail-address stated by the User at registration.

12.5. Regardless of the preceding sections BookRix has, at any time, the right to cease operating BookRix and/or the BookRix website entirely or in part without prior notice. At the same time, the cessation is deemed to constitute the termination of the contractual relationship vis-à-vis the User by BookRix. Data, graphics or other Content which has been uploaded on BookRix by the User will be deleted in such case.

13. No Waiver; Severability

The failure of BookRix to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

14. Applicable Law and Forum

This Agreement and any claim, controversy or dispute arising under or related to this Agreement, the relationship between the parties, or the interpretation and enforcement of the rights and duties of the parties shall be governed by the laws of the State of New York, without giving effect to the principles of comity or conflicts of laws thereof. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in the State of New York, City of New York, Borough of Manhattan, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in the State of New York, City of New York, Borough of Manhattan, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, claims for equitable relief may be brought in any court with proper jurisdiction within the United States. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the transactions contemplated by this Agreement. The Uniform Computer Information Transactions Act ("UCITA") will not apply to these Terms regardless of when and howsoever adopted, enacted and further amended under the laws of the State of New York or any other state. If UCITA is adopted and enacted in the State of New York or any other state and, as a result of such adoption and enactment or any subsequent amendment thereto any action to effectuate the result contemplated by this Section 14 is required to be taken, including amending these Terms, BookRix may unilaterally take such action as may be reasonably required, including amending these Terms accordingly.

15. Jury Waiver

BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THESE TERMS.

16. Severability

If any provision of these Terms conflicts with the law under which these Terms are to be construed or if any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as

possible the original intentions of such provision in accordance with applicable Law. The remaining provisions of these Terms and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the fullest extent permitted by law.

17. Changes and Amendments; Notice

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