

# **Terms of Service**

Last updated: May 16th, 2021

Welcome to Bookfair-plus.com, the website and online service of this website (this "website" or "BFP"),. This page explains the terms by which you may use our service. Please read carefully the following provisions of "Terms of Use" or "Agreement", this is a legal agreement between you and BFP, regarding an online service and website located at <a href="https://bookfair-plus.com/">https://bookfair-plus.com/</a> (the "Platform").

By accessing or using the website services, BFP provided through or in connection with the service ("Service"), you agree on behalf of yourself and all members of your household and others who use this Service under your account ("you" or "your") to be bound by this Terms of Use Agreement, these terms and conditions which is provided by BFP on a membership basis.

These Terms of Use contain our standard terms. For advanced subscription plan, please go to <a href="https://bookfair-plus.com/member/register/">https://bookfair-plus.com/member/register/</a>.

We reserve the right to amend this Agreement at any time in our sole discretion by posting the revised Agreement on this website. Your continued use of the Service after any such changes constitutes your acceptance of the revised Agreement. This Agreement applies to all members who access the Service ("Users"). If you do not agree to the Terms and Conditions, you must discontinue using this Site.

In order to use Service, you must agree to these Terms of Use. Other specific terms incorporated herein by reference may apply if you use this website as a registered member.

## Registration

You will need to register with NabThat and create a "Member" account direct registration on the Service. Your membership account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. You may use your account settings to control your Member Profile.

BFP use of information provided by registered members is governed by our Privacy Policy located at https://www.bookfair-plus.com/privacy-policy/, and members consent to all actions that BFP takes with respect to all members information consistent with such Privacy Policy.

You further agree to accept all responsibility for all activities that occur under your account or password or using your profile. You may never use another member's account without permission. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify BFP immediately of any breach of security or unauthorized use of your account. BFP reserves

the right, in its sole discretion and without notice to you, to terminate your account and/or to restrict your access to all or part of this website for any reason in which event BFP shall refund the pro rata balance of any membership fees previously received from you.

All material included on, or connected to, any user profile is the property of the creator of the profile. No material, including images, documents, manuscripts, etc., though available for viewing, can be copied, distributed, or otherwise reproduced without permission of the owner. BFP is NOT the owner of these materials and therefore cannot provide permission for their use. Likewise, users of this website cannot hold BFP responsible for improper use of their materials if posted on this website. BFP assumes no responsibility for the additional protection of any creator or company owned material aside from as provided in the Privacy Policy.

We cannot confirm that each person using the website is who he, she or it claims to be and therefore, we cannot and do not assume any responsibility for the accuracy or reliability of the identity or background check information or any other information provided through the website.

You may change the settings on your My Page to control your profile and how other members communicate with you. By providing BFP your email address you consent to our using the email address in accordance with our Privacy Policy. You may not misuse the Service. You may use the Service only as permitted by law. The licenses granted by us terminate if you do not comply with this Agreement.

## **Payment**

You acknowledge that BFP may charge a fee for the use of any Services, provided that BFP notifies you of any such fee before you incur it. Subject to the foregoing, you agree to pay any fees incurred by you.

## **Billing Policies**

If you select to use paid aspects of the Service, you agree to the pricing, payment and billing policies applicable to such fees and charges, posted at the website. BFP may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion.

#### No Refunds

You may cancel your BFP Account at any time; however, there are no refunds for cancellation. As permitted under the terms of this Agreement, BFP has the right at any time for any reason or no reason to suspend or terminate your Account, terminate this Agreement, and/or refuse any and all current or future use of the Service without notice, refund, obligation, or liability to you. In the event that BFP suspends or terminates your Account or this Agreement, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your Account, or for anything else. You acknowledge that BFP has the perpetual and irrevocable right to delete any or all of your content and data from BFP's servers and from the Service, whether intentionally or unintentionally, and for any reason or no reason, without any liability of any kind to you or any other party.

All prices are in US Dollars and do not include Internet service provider, telephone, or other

connection charges. Any attorney fees, court costs, or other costs incurred in collection of delinquent undisputed amounts will be the responsibility of and paid for by you.

It is your responsibility to notify BFP if you wish to terminate any paid membership and cancel future charges. All cancellations must be received at least 48 business hours prior to the charging of the next applicable term. Cancellations must be received in writing via e-mail (cancel@bookfair-plus.com). You will be removed from BFP immediately upon our receipt of the cancellation request.

#### **User Content**

BFP is not responsible for the content uploaded by a specific User, however BFP reserves the right to investigate and take appropriate legal action against anyone who, in Smartcat's sole discretion, violates this provision, including, without limitation, removing the offending content from this websute, suspending or terminating the account of such violators and reporting User to the law enforcement authorities.

BFP does not display, reproduce and distribute Users's content to or with any third parties apart from other users authorised by the User who owns the content and BTP's affiliates, subsidiaries and suppliers who are responsible for functional maintenance of the Platform.

## **Third Party Links**

BFP may contain links to third-party websites, advertisers, services, special offers, or other events or activities ("Third Party Services") that are not owned or controlled by Smartcat. Smartcat does not endorse or assume any responsibility for any such Third Party Services or their operators. If you access a Third Party Service from BFP, you do so at User's own risk, and you understand that this Agreement does not apply to the use of such Third Party Service.

Additionally, your dealings with or participation in Third Party Services found on this website, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and the operators of such Third Party Services. You agree that BFP shall not be responsible for any loss or damage of any sort relating to your dealings with such Third Party Services operators.

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

THE SERVICE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. BFP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, BFP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BFP DOES NOT WARRANT THAT THE SERVICE, INFORMATION, CONTENT,

MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, BFP' SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM BFP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BFP WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## **Eligibility**

This Service is intended solely for Users who are thirteen (13) years of age or older, and any registration, use or access to the Service by anyone under 13 is unauthorized, unlicensed, and in violation of this Agreement. If you are under 18 years of age you may use the Service only if you either are an emancipated minor or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

#### General

This Agreement, together with any other legal notices and agreements published by BFP via the Service, shall constitute the entire agreement between you and BFP concerning the Service. BFP's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision, and no waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

The section titles in this Agreement are for convenience only and have no legal or contractual effect. If any provision of this Agreement is unlawful, void or unenforceable by a court of competent jurisdiction, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

#### Contact us

If you have questions regarding our Privacy Policy, its implementation, failure to adhere to this Privacy Policy and/or our general practices, please contact us at <a href="mailto:bookfair-plus.com">bookfair-plus.com</a>.