

General Terms and Conditions for the Use of Bookrix

BookRix is an online IT platform that - in short - allows authors and publishers to market their books through its proprietary marketing platform.

BookRix is accessible through the website owned by BX www.bookrix.com. BookRix and its various interfaces and web pages were created by and are owned by BookRix GmbH ("BX"), with registered office in Werinherstraße 3, 81541 Munich, Germany.

The use of BookRix entails the access by the authors or publishers ("Users") within the IT environment owned by BX, which BX makes available to the User in order to provide the requested services. To this end, it is necessary to accept these General Terms and Conditions, which the User therefore declares to have viewed and accepted, binding on the provisions contained therein.

By accepting these General Terms and Conditions, the User completes the process of registration and creation of their personal account, necessary for the use of BookRix.

These General Terms and Conditions add to the special conditions applicable to individual products and / or services offered by BX through BookRix, contributing to the overall regulation of the relationship between the User of BookRix and BX.

1. Access to BookRix

The access to BookRix by the User takes place after registration and creation of a personal account, consisting of a username and password. During the registration phase, the User identifies and releases the data and information requested by the platform, under its own exclusive responsibility and with the obligation of every wider indemnity against BX for any prejudice that may occur in relation to the untruthfulness, not accuracy, or incompleteness of the data communicated.

To sign up, the User enters its email address as a username and chooses an adequately secure password. The password must meet the security criteria suggested by the platform at the signing-up.

Once the registration and personal account creation phase has been completed, the User, with its login credentials, has the right to browse within BookRix. The use of BookRix by the User is however subject to the acceptance of the particular conditions applicable from time to time to the individual services or products offered by BX through the platform. The User therefore undertakes to provide correct and truthful information and to inform BX promptly in the event of any change in such information. Each User is aware of accessing and entering data in the IT environment of BX and therefore being responsible for all the actions and functions performed in that environment through their own account.

BX does not provide any warranties, explicit or implicit, in relation to the functionality and adequacy of the BookRix environments with respect to the needs and expectations of the User.

2. Use of BookRix

Permitted uses. The User has the right to use BookRix exclusively in compliance with these General Terms and Conditions and the special conditions applicable to individual products or services offered by BX. The User undertakes, in any case, to use BookRix according to the technical rules displayed from time to time on the platform and in any case for lawful purposes and in compliance with the normal use of the platform, under its own exclusive responsibility and in compliance with any law, regulation or practice in force in the Italian territory or in any other jurisdiction from which access is made possible.

Not Permitted uses. Without prejudice to other provisions in this document and in the special conditions applicable to individual services or products, the User acknowledges that it is not allowed:

- to upload, publish or disclose, through BookRix, information that may be dangerous, obscene, defamatory or otherwise illegal;
- to use BookRix in violation of the rights of third parties and in particular, but not exclusively, in violation of the intellectual or industrial property of third parties;
- to carry out unauthorized, harmful or fraudulent operations through BookRix;
- to use programs, practices or devices that interfere or may interfere with the operation and functionality of BookRix, including uploading corrupt files or viruses;
- to manipulate, modify or otherwise interfere with the functionalities or the programming language of BookRix;
- to carry out suitable actions to obtain unauthorized access to the various environments of BookRix;
- to carry out in general any action in relation to BookRix that is not authorized by the platform and is prejudicial for BX's property and interest.

Failure to comply with one of the previous obligations may result in the suspension of operations and / or the blocking of access to the User's account.

3. Links to other websites

The User acknowledges that BookRix may include links to third party websites, in relation to which BX assumes no liability or guarantee with reference to the operation, content, services offered and / or any other information contained therein. Any access or use of these websites by the User is the responsibility of the User itself.

4. Revisions to BookRix and to the General Terms and Conditions

BX, for both commercial and technical needs, may make improvements or revisions to data, information, images, services, layouts, products and other features present on BookRix.

BX can modify these General Terms and Conditions. The changes take effect immediately upon posting on the site. Continued access or use of BookRix following the publication of the

revisions is deemed acceptance of the amended General Terms and Conditions, which the User therefore has the obligation to view. If the User does not agree with the changes, she should remove its contents from BookRix. The User can decide to terminate its relationship with BX at any time, closing its account on BookRix, subject to compliance with the obligations in place towards BX or third parties deriving from the prior use of the services provided through the platform and up to fulfilment of the same.

5. Industrial property, opinions and data

The User acknowledges that trademarks, images, graphic signs, logos, processes, contents and in general any industrial property related to BookRix, are the exclusive property of BX. In no case, the use of BookRix by the User can be understood as an assignment or license on the industrial property of BX.

The User is prohibited from copying, modifying, altering, publishing, disseminating, distributing, selling or otherwise transferring, in whole or in part, any element of BookRix, just as any use that could affect industrial property rights is prohibited by BX. Any data on BookRix can be downloaded, printed or copied by the User exclusively for practices strictly related to the use of the platform.

BX may ask Users to provide opinions on BookRix. In this case, the User undertakes to provide BX with its opinion correctly and in no case aimed at damaging a company for the benefit of a competitor. The User acknowledges and accepts that the opinions collected by BX could be published by BX itself on its website or social channels, in order to publicize opinions and judgments on the functionality and quality of the services offered.

6. Security and protection of the User's and third parties' personal data

The login credentials (username and password) are kept by the User, are strictly personal and must not be communicated and / or shared with other parties. If there is reasonable doubt that the login credentials have been used by third parties, the User must immediately change the log-in password, promptly communicating the incident to BX; should the User be unable to attend, the password can be cancelled by the system administrators and replaced with a new password. The new password will be communicated by the system administrator to the User, who will have to change it at the first access.

All the information provided by the User through the registration and use of BookRix, as well as the information that is in any case related to the User (including the login credentials to the platform), are kept and processed through secure IT systems, of BX and / or third parties connected to BX. BX will use, and will ensure that said third parties undertake to use, the standard tools and practices to maintain an adequate level of IT security for the provision of its services. However, BX cannot guarantee that its own or third party systems are exempt from the possibility of cyber attacks.

The User's personal data are processed in accordance with current law and regulations (GDPR 2016/679; Legislative Decree 196/2003 and subsequent amendments, in particular those

introduced by Legislative Decree 101/2018) and as specifically indicated in the Privacy Policy viewable on the platform, which the User declares to have read, understood and accepted. In any case, the User acknowledges that BX, through BookRix, has access to the User's data and content, which it may also possibly disclose in the cases provided for by law.

The User, with reference to the use of BookRix and any third party data processed through it, undertakes, to the extent of its competence, to comply with any legal obligation mandatory and deriving from the mentioned regulation.

7. Maintenance and IT inefficiencies

BX will periodically update and maintain the system during which access to the platform may be temporarily unavailable. Likewise, in the presence of inefficiencies or malfunctions of the IT systems provided by third parties, the platform could become temporarily inaccessible.

8. Indemnify

The User provides wide indemnity, undertaking to hold BX harmless, in relation to any damage or loss, direct or indirect and of any kind, which may arise to BX itself or to third parties as a result of the violation by the User of these General Terms and Conditions and / or in case of illegal action or omission however carried out by the User through BookRix.

9. Governing law

The Italian law governs the relationship between the User and BX.