

1. Introduction

TextBookMe owns and operates the TextBookMe website located at <https://www.textbookme.net> ("Site") and the TextBookMe mobile applications available for download via various platforms ("Apps. The TextBookMe Platform is a conduit for registered users ("Users") to buy and sell goods. Our Terms of Services and privacy policy are designed to create a fair, friendly and safe environment for all Users. Being informed on what is permitted on the TextBookMe Platform can help you avoid unintentionally breaking the rules and helps create a community full of trustworthy Users.

Please read these Terms carefully as they govern our relationship with our Users and your use of the TextBookMe Platform. By using the TextBookMe Platform, Users are agreeing to our Terms and Policies, which may be updated from time to time at our sole discretion. TextBookMe has created the Terms and Policies so that all Users follow the same basic rules of conduct. These Terms and Policies are here to benefit and protect everyone.

2. What is TextBookMe?

- The TextBookMe Platform is an online marketplace used is used primary by students. User must select or groups comprised of Users who share common interests and/or a geographical location.

3. TextBookMe

TextBookMe may remove content they deem inappropriate, illegal or against TextBookMe's Terms..

TextBookMe reserves the right to revoke a User from the TextBookMe Platform for breach of the TextBookMe Terms of Service or for the making, publishing, ratifying or endorsing of any disparaging remarks including but not limited to defamatory or malicious content against or about TextBookMe, its employees and/or its Users.

4. Rules for Buying and Selling

TextBookMe is not involved in the actual transactions between Users - sellers or buyers. For further clarity:

1. All agreements made for the exchange or purchase of goods or services are made directly between Users. The TextBookMe Platform is a marketplace in which the communication between sellers and buyers takes place.
2. TextBookMe does not pre-screen or vet the products or services offered by sellers through the site. Buyers should do their own due diligence. So, beware.
3. Buyers and Sellers must be over the age of 17 or have parental or legal guardian supervision when buying or selling any Item through the TextBookMe Platform.

4. Sellers must be legally able to sell the Item(s) posted for sale. Sellers represent and warrant that they are the sole owners of Items they offer for sale on the TextBookMe Platform.
5. Sellers are solely responsible for pricing their items, and for calculating, remitting and repaying all applicable taxes in respect of goods or services they sell through the TextBookMe Platform.
6. Disputes between buyers and sellers must be resolved between them. Users may elect to inform TextBookMe Management of disputes. TextBookMe Management may at their own discretion endeavour to assist where possible in the resolution of User disputes. TextBookMe may be called upon via email at <https://contact.textbookme.net> to assist in resolution of disputes. TextBookMe will, at its own discretion, endeavour to help resolve disputes as an informal mediator based on its experience working with the Users, however responsibility for resolution of disputes remains solely with buyers and sellers.
7. TextBookMe has a no tolerance policy for breach of its Terms and Policies including but not limited to if a User is reported or found to be selling Prohibited Items, TextBookMe reserves the right to remove the item and/or, subject to the severity of the breach, the User from TextBookMe.
8. The TextBookMe Platform is used for the posting of Items for sale by third parties and we do not advertise or sell our own products or services through the TextBookMe Platform. As a result, we have no control over and, to the extent permitted by law, make no representations, warranties or conditions in relation to the merchantability, suitability, quality, safety or legality of any items advertised for sale on TextBookMe although we do aim to ensure a safe marketplace through these Terms, our Policies and the requirements of our Prohibited Items list which all users must adhere to on the Site.

5. Prohibited Items

TextBookMe prohibits the sale of a number of items, such as firearms, regulated products and services and illegal goods and services. Check the list of prohibited Item within your jurisdiction.

6. Safety

TextBookMe is committed to prioritizing the safety of Users buying and selling online using our platform..

We do our very best to keep the TextBookMe Platform safe but we also rely upon our Users to help. This includes the following commitments from each User:

1. No bullying, intimidation, or harassment of any User.
2. No posting of content that: is hate speech, is threatening, is sexual or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
3. When interacting with other Users of the platform in-person, or through any other medium inside or outside of TextBookMe, no behaviour that is in any way: sexual, insulting, threatening, or violent; intimidates another User of the community or any other person; or generally any other form of behaviour that is deemed by Community

Managers or TextBookMe to fall below the expected standard of behaviour that you commit to by using the TextBookMe Platform.

4. No use of the TextBookMe Platform to do anything unlawful, fraudulent, misleading, malicious, or discriminatory.
5. No posting of unauthorized commercial communications (such as spam).
6. No collection of Users' content or information for any purpose other than responding to and facilitating a purchase or sale through the TextBookMe Platform.
7. No access to the TextBookMe Platform using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
8. No unlawful marketing, such as a pyramid schemes.
9. No promoting or linking to other platforms competing directly or indirectly with TextBookMe.
10. No promoting or linking to external websites or mobile applications that contain content that goes against the letter or spirit of these Terms or Policies, such as but not limited to gambling and pornographic websites or web or mobile properties distributing dangerous, illegal or copyrighted content.
11. No public posting of personally identifiable information, such as but not limited to, phone numbers, street addresses or banking information. For your safety, you may share this information with specific Users in private messages.
12. No uploading of viruses or other malicious code.
13. No solicitation of login information or accessing an account belonging to someone else.
14. No facilitation, encouragement or actual violations of our Terms or Policies.

You acknowledge that by using the TextBookMe Platform, you might be exposed to materials that you consider offensive, indecent or objectionable. Under no circumstances will TextBookMe be liable in any way for such materials or content but if you see any offensive or otherwise objectionable content on the TextBookMe Platform (eg. offers for sale or requests to purchase) please inform us. TextBookMe reserves the right, but not the obligation to regulate content on the TextBookMe Platform. As stated previously, TextBookMe also has the right in its sole discretion to limit, modify, suspend or discontinue or remove any content. However, TextBookMe and its representatives shall not be liable for any losses, damages or harm resulting from such action or inaction.

7. Your Account

In order to build a strong trusted of people, we ask that to provide your real name, email and phone number when creating a TextBookMe account. You will be solely responsible and liable for any and all loss, damage, and additional costs that we or any other person may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration information as needed.

Here are the commitments Users make to us relating to registering and maintaining the security of their account:

- Users will not provide any false information on TextBookMe.
- If we disable a User's account, they will not create another one without our permission.

- Users under 17 are only permitted with a parent or legal guardian's supervision (including that parent or guardian agreeing to these Terms and our Policies on behalf of the User).
- Users who are currently charged with or have been convicted of a crime that is violent or sexual in nature are not permitted on TextBookMe.
- Users' contact information should be accurate and up-to-date.
- Users will not share passwords, let anyone else access their account, or do anything else that might jeopardize the security of their account.

8. Sharing Your Content and Information

Users own the content and information they post on TextBookMe. In addition:

1. For content that is covered by intellectual property rights, like photos and videos, Users grant TextBookMe a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license right to use, modify, publish, transmit, make available and otherwise exploit content that is posted by Users on the TextBookMe Platform and in any other media for administrative and promotional purposes. By posting content on the TextBookMe Platform, Users represent and warrant that they have the necessary rights to grant the license rights granted herein.
2. Users can delete content and information, however if you share information with other Users that information and content may remain available to those Users and the persons with whom they have shared that content and information.
3. By posting content or information on Users are permitting other Users, to access, share and use that information, and to associate it with themselves (i.e. a User's name and profile picture may appear along side information they post or that is shared).

9. Privacy

In order to fully benefit from the TextBookMe Platform and related services, you need to be a registered user and provide certain personal information to us in connection with setting up your account. For information about how we collect, use and store personal information, please refer to our [Privacy Policy](#).

10. Mobile Applications (Apps)

Access to our mobile applications (Apps) is provided free of charge. Mobile carrier rates and fees, such as text messaging and data charges may apply. If you download the App from a third party platform provider (eg. App Store; Google Play) ("**Platform Provider**"), you acknowledge and agree to the following additional terms:

1. this Agreement is concluded solely between TextBookMe and you and not with Platform Provider, and TextBookMe not Platform Provider, is solely responsible for the App and the content thereof. To the extent this Agreement provides for usage rules for the App which are less restrictive or in conflict with the Platform Provider's Terms of Service, the more restrictive or conflicting Platform Provider term will take precedence and will apply;

2. Platform Provider has no obligation whatsoever to provide any maintenance and support services with respect to the App. TextBookMe is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Platform Provider, and Platform Provider will refund the purchase price for App to you and to the maximum extent permitted by applicable law, Platform Provider will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be TextBookMe's sole responsibility;
3. TextBookMe, not Platform Provider, is responsible for addressing any claims you may have or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation.; and/or (iv) intellectual property infringement claims; and
4. Platform Provider, and Platform Provider's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Platform Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.
5. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

11. Fees & Payments

TextBookMe is free to use, including creating an account, joining as well as downloading and using our Apps.

Transactions between Buyers and Sellers will vary in value and are negotiated directly between Buyers and Sellers. If you are a Seller you are committing to selling items at the cost agreed with a particular Buyer.

12. Liability

DISCLAIMER. THE INFORMATION AND MATERIALS PROVIDED ON THE TEXTBOOKME PLATFORM ARE PROVIDED "AS IS." WE DO NOT REPRESENT, WARRANT OR OFFER ANY CONDITIONS THAT: (I) THE INFORMATION OR MATERIALS ON THE TEXTBOOKME PLATFORM ARE CORRECT, ACCURATE, RELIABLE OR COMPLETE; (II) THE FUNCTIONS CONTAINED ON THE TEXTBOOKME PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; OR (III) THE TEXTBOOKME PLATFORM OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE SPECIFICALLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF

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LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM (I) YOUR USE OF OR YOUR INABILITY TO USE, THE TEXTBOOKME PLATFORM OR ANY OF THE INFORMATION OR MATERIALS CONTAINED ON THIS WEBSITE, (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (III) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS ON THE TEXTBOOKME PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

Release. Because we do not control Buyers, Sellers or any Users, you agree that you bear all risk and you agree to release us (and our officers, directors, shareholders, agents, employees, affiliates, subsidiaries, and third party partners) and our designees from claims, demands, and damages (actual and consequential) of every kind and nature, now and in the future, arising out of or in any way connected with your use of the TextBookMe Platform.

13. Termination

Users may terminate their account and/or stop using TextBookMe at anytime. TextBookMe reserves the right to, at any time, under any circumstances and without prior notice, immediately ban or terminate or suspend all or a portion of a User's account and/or access to TextBookMe. Cause for such termination shall include but is not limited to: Violations of the letter or spirit of these Terms or any other Policies that are referenced herein and/or posted on TextBookMe; A request by a User to cancel or terminate an account they opened; Discontinuance or material modification to TextBookMe or any party thereof; A request and/or order from law enforcement, a judicial body, or other government agency; where provision of the TextBookMe, or any component thereof, to a User is or may become unlawful; unexpected technical or security issues or problems; or participation in fraudulent or illegal activities. Any such termination or suspension shall be made by TextBookMe in its sole discretion, and TextBookMe will not be responsible to any User or any third party for any damages that may result or arise out of such termination or suspension of an account and/or access to TextBookMe.

14. Governing Law & Disputes

These Terms are governed by the laws of British Columbia, Canada, without regard to conflict of laws principles. If anyone brings a claim against us related to a User's actions, content or information on TextBookMe, that User will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for User conduct, we do not control or direct Users' actions on TextBookMe and are not responsible for the content or information Users transmit or share on TextBookMe. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information that may be encountered on TextBookMe. We are not responsible for the conduct, whether online or offline, or any User of TextBookMe.

You agree that any cause of action that You may have arising out of or related to this Website or your use of the TextBookMe Platform must commence within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS OF USE, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO ANY CLAIMS ARISING IN RELATION TO THE TEXTBOOKME PLATFORM, OR SERVICES OFFERED THROUGH THE TEXTBOOKME PLATFORM.

15. Definitions

"Buyer" means any User who connects with one or more Sellers with the intent of purchasing Items.

"Item" means good(s) and/or services posted for sale by a Seller via the TextBookMe Platform.

"Seller" means any User that posts or makes Item(s) available for sale or for free through the TextBookMe Platform.

16. Copyright Notice

We do not permit copyright infringing activities and infringement of intellectual property rights and will remove any photos or other content if properly notified that such content infringes on another's intellectual property rights. If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyright, you may submit a notification by providing our Copyright Agent with the following information in writing:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Services where the material that you claim is infringing is located;

- your address, telephone number, and email address
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at copyright@verticalscope.com.

17. Miscellaneous

Nothing in these Terms and Policies shall prevent us from complying with the law. We reserve all rights not expressly granted herein. Amendments to these Terms and Policies may be made from time to time without prior notice.