

These **"Terms and Conditions"** govern the use of the services provided by **Bookcentric**, hereinafter referred to as "Service" and is offered and used by the members of Bookcentric (hereinafter referred to as "Member") as per the Member's agreement with and acceptance of this document (hereinafter referred to as "Membership"). By clicking the box entitled **"Submit"** as part of the registration process, Members agree to accept and abide by all the items contained in the Terms & Conditions and further agree to abide by and be legally bound by the said Terms & Conditions. However, if the said these Terms & Conditions are not agreeable to the Member, the Member shall not, under any circumstances, use any or all of the services provided by Bookcentric.

These Terms and Conditions are an ongoing contract between the Member and Bookcentric and the said contract applies to the use of the services provided by Bookcentric and its website and/or social media accounts by the Member.

**These Terms and Conditions affect the rights and obligations of the Member and it is strictly advised that the Member should read them carefully before becoming a member.**

#### **Changes to Terms and Conditions**

Bookcentric, in its sole and absolute discretion, reserves the right, from time to time, with or without notice to you, to change these Terms and Conditions. The most current version of these Terms & Conditions can be reviewed by asking for a copy of the said Terms and Conditions. The most current version of the Terms and Conditions will supersede all previous versions and the Member's use of any or all services provided by Bookcentric or continued use of Service after changes to the Terms and Conditions are made, means that the Member has agree to be bound by any such changes regardless of the Member having no notice of them.

#### **Reading Queue**

Books that the Member selects to rent will be placed into the Member's rental queue (Hereinafter referred to as the "Rental Queue". The Member may add books or adjust the queue at any time. The Member is recommended to have at least 6 (six) books in their Rental Queue. The Member can make adjustments to the Rental Queue can be made by filling in the Rental Queue form. The books will be sent to the Member based on the books in their Rental Queue. Bookcentric shall endeavor to provide the Member with the books listed highest in their queue; however, when a book at a higher priority is reserved by another member, then we shall provide the book at the next priority level on your queue and place the Member on a waiting list for the earlier choice of book. Adjustments made to the Member's Reading Queue may not immediately have an impact on the next delivery/pick-up of book. In the event that the Member may have adjusted their Reading Queue before the Member may have received a delivery/pick-up confirmation, when in fact

the delivery/pick-up was already processed, the adjustments to the Reading Queue will, however, impact subsequent deliveries/pick-ups.

### **Allocation, Delivery and Return of Rented Book(s)**

Bookcentric reserves the right to allocate, provide and distribute books among the members in any manner whatsoever that Bookcentric, in its sole and absolute discretion, shall determine. In addition, Bookcentric would, in its sole and absolute discretion, determine the quantity of books that it shall purchase for any particular title and the level of staffing and number of deliveries/pick-ups to be arranged at each or any location or pick-up points. As a result, Bookcentric may not always be able to send the Member the top choices from the Member's Reading Queue and no claim shall arise against Bookcentric for failing to provide the Member with a book(s) of their choice.

The Member shall return the book(s) to Bookcentric in the stipulated time-period. If the Member fails to return the book(s) within the stipulated time-period, Bookcentric collect a fine from the Member of an amount that it, in its sole discretion, deems fit. Furthermore, books that are highlighted and/or classified as "Hot Picks" shall only be available to the Member for a short period of time, as may be decided by Bookcentric. Bookcentric may charge the Member a special fine of an amount that it, in its sole and absolute discretion, deems fit.

### **Membership and Billing**

In order to avail the Service provided by Bookcentric, the Member must choose one of the subscription plans listed in the Membership Form. After the Member has chosen a subscription plan and the duration for which he/she would like to avail the said plan, the Member would have to click on the "Submit" button in the Membership Form. By clicking on the said "Submit" button, the Member is expressly agreeing to the Terms and Conditions and is thereby bound to pay subscription fee for the chosen plan until the Member expressly, in writing, cancels the said membership.

By using the Service provided by Bookcentric, the Member is expressly agreeing to Bookcentric billing him/her a monthly/half-yearly/yearly subscription fee, any applicable taxes, VAT and/or any other charges that may incur in connection with the provision and usage of the service provided by Bookcentric

The subscription fee will be billed at the beginning of the Member's subscription and on each monthly/half-yearly/yearly renewal thereafter unless and until the Member cancels the said membership in writing. For example, if the Member subscribed to the Service joined on January 5th, first monthly/half-yearly/yearly subscription will be due at sign-up on January 5th, and subsequent monthly subscriptions will be due

on the 5<sup>th</sup> of the each new month. For half-yearly subscriptions, the next subscription will be due on July 5<sup>th</sup> and similarly, yearly subscription will become due January 5<sup>th</sup> of the next year.

All fees and charges paid by the Member would be non-refundable and there would be no refunds or credits for partially used time-periods. Bookcentric may revise or change the fee structure, and charges in effect, or add new fees and charges from time to time. However, the Member shall be informed of said changes in a manner best deemed fit by Bookcentric.

### **Automatic Renewals**

The Member's subscription will be automatically renewed on a monthly/half-yearly/yearly basis. The Member shall be billed the monthly/half-yearly/yearly subscription fee, plus any applicable taxes, VAT or charges, which shall be payable by the Member in a manner stipulated by Bookcentric. The membership will be automatically renewed for successive monthly/half-yearly/yearly subscriptions, without prior notice to the Member, unless and until the Member cancels the said membership in writing or if the membership is terminated by Bookcentric. In order to avoid payment of the next monthly/half-yearly/yearly subscription fees the Member must cancel the membership before the next renewal date and return all books and clear any/all dues that the Member owes Bookcentric before the renewal date. Failure to do so, will result in full payment of the fee due regardless of whether the Member avails the Service or not.

### **Security Deposit**

The Member shall be required to make a payment (hereinafter referred to as the "Security Deposit") according to the subscription plan chosen. The Member would be required to pay the Security Deposit at the time of signing-up. In the event that the Member damages, misplaces, loses or fails to return a book(s) within the stipulated time-period, the cost of Bookcentric replacing the said book would be deducted from the Security Deposit. Furthermore, in the event of the Member failing to pay any dues, taxes and/or charges relating to the subscription plan, the said dues would be deducted from the Security Deposit. Please note that Bookcentric reserves the right to solely determine whether a book(s) has been damaged and if it decides to deduct any such amount from the Security Deposit for whatsoever reason, it shall inform the Member of any such deduction. Moreover, the cost/price at which Bookcentric will replace the said damaged, misplaced or lost book; will be decided by Bookcentric in its sole and absolute discretion. If Bookcentric deducts any amount from the Security Deposit, the Member shall be required to top-up the Security Deposit by the due date of the next billing cycle and failing to do so may result in termination of the membership.

### **Discontinuation of Membership**

The Member may discontinue the Membership without terminating it by informing Bookcentric in writing. The said discontinuation shall be in effect after the member has returned all the books and cleared any/all dues owed by the Member to Bookcentric. The Member shall not be allowed to discontinue the Membership for more than six consecutive months. In the event of the Member discontinuing the Membership for more than six consecutive months, the said discontinuation would lead to forfeiture of the Security Deposit and termination of the Membership.

### **Refund of Security Deposit**

In the event that the membership is cancelled for whatever reason, Bookcentric will refund the Member's Security Deposit after ensuring that all outstanding dues, applicable taxes, and/or charges have been processed and deducted.

### **Damaged Books**

All book(s) that have been sent to the Member have been checked to be in a good condition prior to dispatch. Upon receipt of the book(s), the Member must ensure that the book(s) are returned in the same condition. Any anomaly, if found, must be reported to Bookcentric's representative at the time of the delivery or pick-up. Failure to check and/or report the same will be constituted as the Member having received the book(s) in good and satisfactory condition. At the time of pick-up/drop-off, Bookcentric's representative will check for any damage to the book(s) and will inform the Member accordingly. In the event of a book being damaged or lost, Bookcentric shall contact the Member and the determination of whether or not, a book has being damaged will be at the sole and absolute discretion of Bookcentric. All and/or any such damage charges would be chargeable against the Member's refundable Security Deposit..

### **Cancellation**

The Member may cancel their subscription plan with at any time, and the said cancellation would be effective from the date from which the Member has informed Bookcentric of the cancellation. In order to cancel their membership, the Member would be required to inform Bookcentric in writing of their intention to cancel and discontinue the Service. Upon cancellation, the Member will be given 3 (three) days to return any outstanding rentals, including but not limited to, book(s), dues, applicable taxes and/or charges. Failure to return such rentals/dues within the stipulated time shall result in the Member being billed for another month and forfeiture of the Member's refundable Security Deposit. Bookcentric reserves the right to terminate the Member's membership for any or no reason whatsoever that it deems fit in its absolute and sole discretion. **ADDITIONALLY, PLEASE NOTE THAT, IN THE EVENT OF CANCELLATION AND/OR TERMINATION OF**

**MEMBERSHIP, BOOKCENTRIC WOULD NOT PROVIDE ANY REFUND FOR ANY PARTIAL-MONTH SUBSCRIPTION PERIODS OR UNREAD BOOK(S).**

**Disclaimers of Warranties and Limitations on Liability**

Bookcentric's Service and any website or social media page or associations/accounts of Bookcentric and their content are provided "as is" and Bookcentric makes no representations or warranties of any kind with respect to its website and/or social media page or associations/accounts and their content and/or its Service. Bookcentric assumes no liability or responsibility for any errors or omissions in the content of its website or any social media account, any failures, delays, or interruptions in the provision of book(s), any loss or damage arising from the use of Bookcentric's Service and/or the content provided by Bookcentric on its website and/or social media accounts, or loss, damage, pain, discomfort and/or distress caused by any conduct by users, members and/or representatives of Bookcentric. Bookcentric reserves the right to provide book(s) in its sole and absolute discretion. Bookcentric disclaims all representations and warranties, including but not limited to, warranties of merchantability, fitness for a particular purpose, and/or non-infringement. In addition, Bookcentric does not represent or warrant that the information accessible via our site is accurate, complete or current.

In no event shall Bookcentric, its representatives, owners, shareholders, directors, officers, or employees be liable (jointly or severally) to the Member for any special, incidental, direct, indirect or consequential damages of any kind, or any damages whatsoever resulting from, including but not limited to, loss of use, data or profits, whether or not advised of the possibility of damage, and on any theory of liability, arising out of or in connection with the Service, or use or performance of the Bookcentric's website, its contents and/or any/all social media association/accounts. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

**Intellectual Property Copyright**

All content included on the Bookcentric website and/or any social media accounts, and that is delivered to the Member as part of the Service, including but not limited to, book(s), text, graphics, logos, designs, photographs, button icons, images, audio/video clips, digital downloads, data compilations, and software, is the property of Bookcentric, or its suppliers and is protected by the copyright laws of Bangladesh and international copyright laws. The compilation of all content is the exclusive property of Bookcentric, and is protected by the copyright laws of Bangladesh and international copyright laws. Content shall not be reproduced or used without express written permission from Bookcentric or its suppliers. The Member agrees not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Bookcentric website, and/or any

social media accounts; and the Member shall not to insert any code or product or manipulate the content of the Bookcentric's website and/or any social media accounts, in any way that affects the user's experience, and not to use any data mining, data gathering or extraction method. Bookcentric reserves the right to terminate the Member's membership hereunder if Bookcentric, in its sole and absolute discretion, believes that the Member is in violation of this condition, and any/all such violations, including but not limited to, the photocopying of book(s) rented to the Member by Bookcentric or the copying or other unauthorized use of Bookcentric's proprietary content. Bookcentric does not promote the photocopying of book(s) or any other infringing activity. The use of book(s) rented to the Member by Bookcentric is solely for the Member's personal and non-commercial use.

### **Entertainment and Website Content**

Bookcentric distributes and provides books and reserves the right to display and promote the information on its website and/or social media accounts to the Member in any manner whatsoever that Bookcentric chooses in its sole and absolute discretion. In addition, the Bookcentric's website and social media accounts allow the Member and other third parties to post reviews or comments concerning the entertainment distributed by Bookcentric. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties on the website and social media accounts are those of the respective authors and not of Bookcentric or its owners, shareholders, directors, officers, representatives and/or employees. Under no circumstances shall Bookcentric or its owners, shareholders, directors, officers, directors, representatives and/or employees be held liable for any loss or damage caused by your reliance on information obtained through Bookcentric's website or social media accounts. It is solely the responsibility of the Member to evaluate the information, opinion, advice, or other content available through the Bookcentric's website and/or social media accounts.

### **Electronic Communications**

By using Bookcentric's Service, the Member consents to receiving electronic communications from Bookcentric. The communication will include notices about the Member's subscription plan and membership, including but not limited to, delivery and provision of books and receiving e-mails and other transactional information; and information concerning or related to the Service. The Member agrees that any notice, agreements, disclosure or other communications that Bookcentric sends to the Member electronically will satisfy any legal communication requirements, including that such communications be in writing.

In addition to this, all communication from the Member to Bookcentric shall be made in writing.

**Member's Conduct**

By accessing the Bookcentric website and/or social media accounts, the Member agrees not to upload, post, e-mail or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with Bookcentric's website and/or social media accounts. The Member also agrees not to interfere with the servers or networks connected to the Bookcentric's website and/or social media accounts or to violate any of the procedures, policies or regulations of networks connected to the Bookcentric's website and/or social media accounts, the terms of which are incorporated herein. The Member also agrees not to impersonate any other person while using the Bookcentric's website and/or social media accounts, and the Member shall not, under any circumstances whatsoever, conduct him/herself in a vulgar or offensive manner, and/or use language which maybe construed as politically incorrect, vulgar and/or offensive; and/or make vulgar, racist or offensive comments about any topic, including but not limited to, religion, caste, country, person and gender, while using Bookcentric's Service, or Bookcentric's website and/or social media accounts. Furthermore, the Member shall not, under any circumstances whatsoever, use the Bookcentric's website and/or social media accounts for any unlawful purpose(s) or for any purpose(s) that may hurt the reputation and business of Bookcentric.

Bookcentric, in its sole and absolute discretion, reserves the right to determine if the Member is guilty of any violations of any and/or all Terms and Conditions herein and if the Member is found to be in violation of said Terms and Conditions, it will lead to prompt termination of the Member's membership by Bookcentric.

**Links**

Some of the hyperlinks and banners on the Bookcentric's website and social media accounts may lead to other websites that are not controlled by, or affiliated with, Bookcentric. In addition, other websites may link to the Bookcentric's website and social media accounts. Bookcentric has not reviewed these websites and is not responsible for the content or privacy policies of those websites.