

# Website Terms of Use

*Last update: 15-01-2021*

## 1. Introduction

These Website Terms of Use (“Website Terms”) shall govern your visit and use of our website (<https://www.booqi.me>). These Website Terms create a legally binding contract between you as a visitor of our website and Booqi.me (“**we**”, “**us**”, “**our**”)

By visiting our website, you agree to be bound by these Website Terms. Any amendments to these Website Terms will be effective when they are published on our Website. You are responsible for checking the latest version regularly.

If you do not agree with these Website Terms, we recommend you to leave our website. You also may read our Privacy Policy and our General Terms and Conditions of Service. All these documents, together with these Website Terms, are part of the legal relationship between you and us. When there are conflicting terms, the General Terms and Conditions of Service and the Privacy and Cookie Policy shall always prevail.

## 2. Personal and Non-Transferable License

You understand and agree that the use of all data and information published on our Website is issued under a limited, non-exclusive, revocable and non-transferable license to you as a website visitor. You agree that our website and content may not be shared, distributed or sold to any third-parties. And you may not reproduce, summarize or in any other form share that content. We may terminate the abovementioned license to the use of and access on our Website for any reason without giving prior notice to you.

Our website and all its content is exclusively owned by us. We claim all (intellectual) property rights, and you must refrain from violating our rights. From time to time, we may make inquiries as to which information or data you have in your possession. At any time, we may request the immediate destruction, removal of such information and/or data in your possession.

### **3. Indemnification and Disclaimer**

You agree that you will indemnify, defend and hold us harmless from any liability, loss, claim and expense, including reasonable attorney's and process fees, arising from your use of our Website and in case you breach these Website Terms.

All information on our website is provided "as is," and "as available" and you agree that your use of our website is at your own risk. We reject all warranties of any kind, included but not limited to, any express or statutory warranties, and any implied warranties. We cannot warrant that our website will always be available, error-free or uninterrupted.

Under no circumstances will we be liable or responsible for any direct, indirect, incidental, consequential losses, under any jurisdiction, arising out of or in any way relating to the visit and use of our website.

### **4. Protecting Your Account and Information**

You are responsible for the protection of your account to prevent abuse with your information by third-parties that is considered unlawful or violates any law or regulation.

### **5. Termination**

We have the right to terminate or discontinue this Website including its features. We may also cancel your registration and/or restrict your access to our website and services.

## **6. Severability Website Terms**

If any part of these Website Terms are deemed to be invalid or unenforceable by a court, that part shall be limited in its scope, and the rest of these Website Terms are fully enforceable and legally binding.

## **7. Entire Agreement**

This document constitutes all the Website Terms between you and us with respect to your visit and use of our website. The internal laws of the Netherlands shall apply to these Website Terms, and the competent court may hear any conflict arising out of these Website Terms.