

Website Usage Terms & Conditions

1. Introduction

- 1.1. Welcome to Mooncat Books. By using our website you are agreeing to comply with and be bound by the following terms and conditions of use ("Terms"). If you disagree with any part of these Terms, please do not view our website or subscribe to our mailing list.
- 1.2. The term 'we' means Mooncat Books Ltd, a company registered in England whose registered office is Unit 13 Freeland Park Wareham Road, Lytchett Matravers, Poole, England, BH16 6FA and registered in England under number 13123693, ("we", "us" and "our" will be construed accordingly).
- 1.3. Mooncat Books Ltd is the owner and operator of the website: www.mooncatbooks.com (the "Website") and any related mobile applications, together with all features, services or tools available through it. 'Mooncat Books' is a brand name of Mooncat Books Ltd.
- 1.4. The term "you" refers to the viewer of the Website.
- 1.5. Mooncat Books uses cookies. By using the Website and agreeing to these Terms, you consent to our use of cookies and to the use of your information in accordance with our Privacy & Cookies Policy.

2. About Mooncat Books

- 2.1. The Website provides a place for you to find out news about the released and forthcoming novels of the author, Stephen Franks.

3. Subscription

- 3.1. You must be over 18 years of age to use our Website. You warrant and confirm to us that all information provided to us is true, accurate and not misleading.
- 3.2. If we provide you with a user ID and password to enable you to access restricted areas of this Website or other content or services, you must ensure that the user ID and password are kept confidential. We will be entitled to assume that any person that logs into or uses your account is either you or has your consent. You must notify us immediately if you know or suspect that anyone other than you has had access to or knows your password.
- 3.3. We may disable your user ID and password at our sole discretion without prior notice, if we believe you are making improper use of the Website.

4. Acceptable use policy

- 4.1. Your use of our Website, is conditional on your agreement to comply with the following Acceptable Use Policy. You agree that you will not:
 - 4.1.1. breach any laws or regulations in your use of the Website;
 - 4.1.2. violate the posting rules (which may be given or updated from time to time on the Website);
 - 4.1.3. post any material which is deemed threatening, abusive, defamatory, obscene or indecent;
 - 4.1.4. post or message any false or misleading material;
 - 4.1.5. distribute viruses or any other technologies that may harm our Website or the interests of its users;

- 4.1.6. impose an unreasonable load on our Website technology or infrastructure;
 - 4.1.7. distribute spam, chain letters, or promote pyramid schemes;
 - 4.1.8. use any robot, spider, scraper or other automated means to access Our Website without our express written permission;
 - 4.1.9. interfere with the proper working of our Website;
 - 4.1.10. use any of Mooncat Books Ltd content, copyrights and trademarks without permission;
 - 4.1.11. bypass measures designed to prevent or restrict access to certain parts of our Website;
 - 4.1.12. promote any unlawful, illegal or dangerous activity;
 - 4.1.13. infringe the copyright, trademark or other rights of any third parties;
 - 4.1.14. permit any third parties to use your login details.
- 4.2. Mooncat Books Ltd owns the intellectual property rights in Our Website and its content. Intellectual property rights are reserved.
- 4.3. You may view our Website pages, download our Website pages and print Our Website pages for your own personal use, subject to the restrictions set out below and elsewhere in these Terms.
- 4.4. We reserve the right to restrict access to areas of our Website at our sole discretion. If we provide you with a user ID and password to enable you to access restricted areas of Our Website or other content or services, you must ensure that the user ID and password are kept confidential.
- 4.5. We may disable your user ID and password at our sole discretion without prior notice, if we believe you are making improper use of our Website.
- 4.6. You are responsible for all information that you submit to Our Website and any consequences that may result from any message, review or content you submit to us.
- 4.7. We reserve the right to upgrade and remove any features of Our Website at any time.

5. Misuse of Our Website

- 5.1. We aim to work together with the Our Website community to keep Our Website working properly and the community safe. Please report problems, offensive content and policy breaches to us at admin@mooncatbooks.com

6. Permitted Use

- 6.1. Our Website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, look, appearance and graphics.
- 6.2. You are not permitted to:
- 6.2.1. republish material from Our Website (including republication on another website), except for the publication of minor extracts from the Website for the purpose of promoting use of Our Website for example in social media (and subject to our excerpts policy set out in clause 6.4);
 - 6.2.2. sell, rent, license, sublicense, lease, distribute, copy, duplicate, publish or reproduce material from Our Website and any material or any part thereof for use by any third party;

- 6.2.3. use any material in any way that is unlawful or in breach of any person's legal or intellectual property rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable.
- 6.3. Using any excerpt of content from our Website must comply with all applicable laws and regulations in respect of copyright and intellectual property rights of the author. In addition, any use must include proper citation, including the full title of the work and citing both the original author of the work and Reedsy Discovery. Users must wait at least two weeks following publication of the book on the Our Website before publishing their own excerpt and must also comply with best practice industry standards, including:
 - 6.3.1. if words are omitted from a quote, ellipses must be inserted in their place;
 - 6.3.2. no words may be added to a review;
 - 6.3.3. the integrity of a review may not be altered; and
 - 6.3.4. if content is to be used in online publicity a link back to Our Website should be made together with the attribution.
- 6.4. If you breach these Terms in any way we may take such action as we deem appropriate to deal with the breach, including prohibiting you from accessing Our Website, blocking computers using your IP address from accessing Our Website, contacting your internet service provider to request that they block your access to Our Website and/or bringing court proceedings against you.
- 6.5. All material contained on Our Website is and shall remain at all times the copyright of Mooncat Books Ltd and its licensors.
- 6.6. You must retain and must not delete or remove all copyright notices and other proprietary notices placed by us on any material.

7. No Warranties

- 7.1. Our Website is provided "as is" without any representations or warranties, express or implied. We make no representations or warranties in relation to Our Website or the information and material provided on Our Website.
- 7.2. The content of the pages of Our Website is for your general information and use only and it is subject to change without prior notice.
- 7.3. We do not warrant that Our Website will be constantly available, or available at all; or that the information on Our Website is complete, true, accurate or non-misleading.
- 7.4. Nothing on Our Website constitutes, or is meant to constitute, advice of any kind. We do not provide any warranty as to the suitability of the information and material found or offered on Our Website for any particular purpose. You understand and agree that Mooncat Books Ltd is not liable or responsible for any product, service or opportunity offered by any user or third party on Our Website. We do not assess or investigate the accuracy or identity of any posting or user and shall not be liable to you for any loss, damage or harm you may suffer as a result of using Our Website or acquiring any product or service from a user or a third party posting on Our Website.
- 7.5. You acknowledge that information and material found or offered on Our Website may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 7.6. To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to Our Website and the use of Our Website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

8. Limitations and Exclusions of Liability

- 8.1. Our liability to you in relation to the use of Our Website or under or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, will be limited as follows: Mooncat Books Ltd and its directors and employees will not be liable to you for any loss or damage of any nature whether arising directly or indirectly from your access to, use of or reliance on information found on Our Website; Mooncat Books Ltd and its employees will not be liable for any consequential, indirect or special loss or damage and will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information for any reason whatsoever.
- 8.2. Nothing in these Terms will limit or exclude our liability for death or personal injury resulting from negligence, limit or exclude our liability for fraud or fraudulent misrepresentation or limit any of our liabilities in any way that is not permitted under applicable law.
- 8.3. By using Our Website, you agree that the exclusions and limitations of liability set out in these Terms are reasonable. If you do not think they are reasonable, you must not use Our Website.

9. Indemnity

- 9.1. If you breach these Terms you will be held fully responsible for any loss suffered by us or anyone else as result of such breach and will be held accountable for all losses caused or profits gained by you from breaching these Terms.
- 9.2. You agree to indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses) incurred or suffered by us arising out of any breach by you of any provision of these Terms.

10. Other websites

- 10.1. Our Website may contain links to other websites that are not under the control of and are not maintained by us. We are not responsible for the content or reliability of the linked websites. We provide these links for your convenience only but do not endorse the material on those sites.
- 10.2. We may from time to time use affiliate links. These links allow users, for example, to click directly through to a sales page on Amazon to purchase a book. We may receive a commission on sales which are made through these links.

11. Waiver

- 11.1. The failure by us to enforce at any time or for any period any one or more of the Terms shall not be a waiver of them or the right at any time subsequently to enforce all Terms.

12. Severance

- 12.1. If any provision of these Terms shall be found by any court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.
- 12.2. If any provision of these Terms is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

13. Variation

13.1. We may revise these Terms from time-to-time. Revised Terms will apply to the use of Our Website from the date of the publication of the revised Terms. Please check this page regularly to ensure you are familiar with the current version.

14. Exclusion of Third-Party Rights

14.1. These Terms are for the benefit of you and us and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these Terms is not subject to the consent of any third party.

15. Entire Agreement

15.1. These Terms constitute the entire agreement between you and us in relation to your use of Our Website and supersede all previous agreements in respect of your use of Our Website.

16. Jurisdiction and Governing Law

16.1. These Terms shall be governed by and construed in accordance with English law. Any dispute, claim or matter arising out of, or relating to, these Terms shall be subject to the exclusive jurisdiction of the English courts.