



Blinkist Acceptable Use Policy

1. Background

1.1. Blinkist is passionate about lifelong learning and wants to make learning accessible to people in all parts of the world. To do this, we need to keep our Services running smoothly, quickly, and without disruption. For this to happen, we need help from you. We need you to use the Services in ways that respect the work that has gone into developing and offering them and show respect for other customers and End Users.

1.2. We've created this Acceptable Use Policy to describe what we expect of you and your use of the Blinkist Services.

1.3. All Blinkist customers and all others who use the Services must comply with this Acceptable Use Policy. If your business or organization does not agree to comply, you must immediately stop using the Services and notify Blinkist so that Blinkist can close your account.

2. What you must not do

You must not do anything that constitutes unacceptable use, as outlined in the following table:

Topic	Unacceptable use
Disruption	<ul style="list-style-type: none">× Directly or indirectly reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the Services.× Modify, translate, create derivative works of, adapt or translate the Services (except to the extent permitted by us in writing or authorized within the Services).× Use the Services in any manner that could damage, disable, overburden, or impair any Blinkist infrastructure, servers or the networks.
Using the Services	<ul style="list-style-type: none">× Reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, license, or otherwise transfer or use any Blinkist Content, in whole or in part, other than as separately and expressly authorized by us in writing.× Use the Services for any illegal purpose, or otherwise in violation of any laws.× Remove, obscure, or alter any proprietary notices or labels from Services, Content, or related materials.× Host, on a subscription basis or otherwise, the Services without Blinkist's authorization, including any related application, (i) to permit a third-party to use the Services to create, transmit, or protect any content, or (ii) to

	<p>conduct conferences or online meeting services for a third-party.</p> <ul style="list-style-type: none"> × Violate the legal rights (such as rights of privacy and publicity) of others. × Frame or embed the Services to circumvent the Services. × Impersonate another person or gain unauthorized access to another person's account, subscription, or portal with us.
Dealing with others	<ul style="list-style-type: none"> × Solicit personal information from any End User. × Recruit, solicit, or contact in any form without our written permission (which we may withhold at our discretion) an End User or potential End User for employment or contracting for a business not affiliated with Blinkist.
Malware	<ul style="list-style-type: none"> × Introduce any virus, worm, spyware, or any other malicious computer code, file, or program that may damage, corrupt, infect, manipulate, adversely affect, or hijack the operation of, or gain unauthorized access to, the Equipment used to access, connect to, or otherwise use the Services, or any other aspect or operation of the Services. × Scrape, spider, use a robot or other automated means of any kind to access the Services.
Inappropriate content	<p>Upload, post, or otherwise transmit any content, material, or information via the Services that:</p> <ul style="list-style-type: none"> × is unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation (commercial or otherwise); × is inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, fraudulent, incorrect, harassing, threatening, abusive, indecent, infringing, defamatory, or libelous; or × breaches a duty owed to a third-party (e.g., contractual or other duties of confidence) or infringes a third party's: <ul style="list-style-type: none"> ● intellectual property rights; or ● privacy (e.g. disclosing personal or identifying details of another person without authorization). <p>If applicable, you may have the right to upload your own content into the Blinkist Services ("UGC").</p> <p>You grant Blinkist and its Affiliates a worldwide, non-exclusive, royalty-free fully paid up right and license to host, store, transfer, display, perform, reproduce, modify for formatting purposes, distribute the UGC to other customers and users, offer market, and otherwise use the UGC through the Services and sublicense it to other user, customers, and partners. Additionally, Blinkist requires limited access to the UGC for maintenance and support purposes.</p> <p>Blinkist expressly disclaims all liability in connection with UGC. You are solely liable for UGC and any liability raised in connection with loading UGC into the Blinkist Services. By uploading UGC, you represent and warrant that:</p>

	<ul style="list-style-type: none"> • you are the creator or owner of the UGC or have the necessary right and license to use UGC as contemplated herein, and to provide Blinkist the rights set forth above. • UGC and the use of UGC as contemplated herein, does not and will not: infringe upon any third-party rights, including but not limited intellectual property rights; slander, defame, threaten, or invade privacy or other rights of any person; or violate, or cause Blinkist to violate any laws or regulations; • UGC will not be profane, bullying, sexually explicit, obscene, racist, sexist, ageist, intimidating, harassing, threatening, defamatory or otherwise inappropriate to a reasonable person; and • UGC does not contain any viruses, worms, or other malicious computer programming codes or similar intended to damage Blinkist or Blinkist's platform. • You have implemented your own screening and monitoring mechanism to screen for inappropriate content. <p>Blinkist has no obligation or responsibility to edit, review, monitor, or otherwise control UGC uploaded to Blinkist Services and expressly disclaims any responsibility or obligation to do so. Blinkist reserves the right, however, at any time without notice, to remove or block UGC that it determines in its sole discretion is in violation of this Acceptable Use Policy.</p>
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3. What you must do

- ✓ Only use the Services in compliance with applicable terms and our published policies applicable at the time of use and all Applicable Laws and Applicable Data Protection Laws.
- ✓ Maintain and ensure the security of the Equipment used to access the Services and meet all applicable costs in relation to the Equipment.
- ✓ Maintain the security of your account, passwords (including administrative and user passwords), files, and Equipment.
- ✓ Assume responsibility for controlling how confidential information or your personal information (or that of another person) is disclosed or used, including taking appropriate steps to protect such information.

4. General

4.1 Breach of This Acceptable Use Policy

Failure to comply with this Acceptable Use Policy constitutes a material breach of the Agreement upon which you are permitted to use the Services. Without affecting any other rights or remedies available to us, we may permanently or temporarily terminate or suspend your account or access to the Services without notice or liability if we (in our sole discretion) determine that you have violated this Acceptable Use Policy and may result in Blinkist taking all or any of the additional actions:

4.1.1. Issue of a warning to you.

4.1.2. Legal proceedings against you for reimbursement of all costs on an indemnity basis

(including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

4.1.3. Further legal action against you.

4.1.4. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

4.2 Moderation

4.2.1. Although we have no obligation to monitor your use of the Services, we may do so and may prohibit any use of the Services we believe may be (in our sole discretion), or is alleged to be, in violation of this Acceptable Use Policy.

4.2.2. We have the right, in our sole discretion, to remove any content, material, or information that we consider to be in violation of this Acceptable Use Policy at any time.

5. Definitions

Affiliate means any entity, individual, firm or corporation, directly or indirectly through one or more intermediaries, controlled by or under common control with Blinkist.

Agreement means the contract terms which allow you to access and use the Services, either under a B2B license or under the Blinkist End User Terms of Service available here: <https://www.blinkist.com/en/tos>.

App means any application or interface in which the Blinkist Content and Services are accessible.

Applicable Data Protection Laws means all applicable laws, regulations, regulatory guidance, or requirements in any jurisdiction relating to data protection, privacy, or confidentiality of Personal Data including but not limited to (a) the EU General Data Protection Regulation (EU) 2016/679 ("**GDPR**") together with any transposing, implementing or supplemental legislation, and (b) the California Consumer Privacy Act ("**CCPA**").

Blinkist Content means content, created or licensed by Blinkist and published, or otherwise provided by or through Blinkist, including through Blinkist's Website or the App.

End User means a user or learner of the Services or library of content therein.

Equipment includes modems, hardware, servers, software, operating systems, networking, telecommunications and web servers.

Services means all services provided by Blinkist to you and/or the End User via the Website, the App or other means.

Website means Blinkist's website at www.blinkist.com.

This Acceptable Use Policy was created on and is effective as of February 1, 2024