

Blinkist Terms of Service

Valid for all contracts concluded before **March 1, 2022**

1. Object and Validity

- 1) The company

Blinks Labs GmbH, Sonnenallee 223, 12059 Berlin

Authorized managing director: Holger Seim

E-Mail address: support@blinkist.com

Recorded in the Commercial Register of District Court Berlin-Charlottenburg under Commercial Register Number: HRB 144222 B

VAT-ID No.: DE-285882413

(hereinafter referred to as “**Blinkist**”) operates a platform for mobile reading and listening on the internet portals <http://www.blinkist.com>, <http://www.blinkist.de> and other websites, as well as on mobile applications (a.k.a. Apps) (hereinafter referred to as “**Platform**”). In this context, Blinkist’s authors transform the key insights of non-fiction books and other content for you into a concise format. This gives you the opportunity to discover new books through delivering the key insights from non-fiction books or other content on your computer or mobile device. In addition, you have the possibility to purchase content on the Platform for download into your Blinkist account library.

- 2) The use of the Platform shall be subject to the following General Terms and Conditions (“**General Terms and Conditions**”) in the version valid at the time of your registration respectively order. Blinkist does not acknowledge any differing general terms and conditions belonging to you unless Blinkist agrees to their validity in writing.
- 3) No separate contract text is provided for the agreement pertaining to the use of the Platform. The content of the agreement between you and Blinkist is based on these General Terms and Conditions, as well as on the specific information provided to you as part of the registration (see Section 3), when ordering a paid subscription (Section 4) and/or audiobooks or other content (see Section 6), that will be saved by Blinkist and that is available in your user account at any time.
- 4) You accept the validity and applicability of these General Terms and Conditions when registering, purchasing a paid subscription or audiobooks, as the case may be.

2. Blinkist’s Services and Rights

- 1) Blinkist provides the key insights from non-fiction books, articles and other content (for e.g., the “books-in-blinks” or “articles-in-blinks”, hereinafter jointly referred to as “**Platform Content**”), which allow you to grasp their essence within a few minutes. Moreover, Blinkist may provide a personal profile to you, which you can fill with your preferred Platform Content and text markers as well as sorting this content into different categories and lists. In addition, you can

purchase audiobooks and other premium audio content (“**Audiobook Content**”) on the Platform.

- 2) The extent of the Platform Content and the options to use (the “**License**”) depend on the type of account you selected. There is a difference between a free account (see Section 3), a paid subscription (see Section 4), a free trial (see Section 5) and a purchase of Audiobook Content (see Section 6). In terms of duration, the license is limited to the validity period of the free account / paid subscription / free trial, however, in case of a purchase of Audiobook Content availability in your account will be, subject to Section 6, unlimited.
- 3) The rights to Blinkist's service and the content distributed through the service are and will remain with Blinkist and /or Blinkist's licensors. The Blinkist software applications and content are licensed to you within the scope of the contractual use. We only grant you a non-exclusive (simple), time-limited right to personal use of the Blinkist service and its contents (however, subject to Section 6, availability of purchased Audiobook Content will be unlimited in your account).
- 4) All Blinkist trademarks as well as our trade names, logos, domain names and other distinctive features of the Blinkist trademark are the sole property of Blinkist. The license does not give you any right to use the Blinkist trademarks, our trade names, logos, domain names or any other distinctive features of the Blinkist trademark, be it for commercial or non-commercial purposes.
- 5) If you do not use a paid service, Blinkist is allowed to show you promotional information on the Platform.

3. Registering with Blinkist

- 1) In order to be able to use Blinkist’s services, a registration with Blinkist is required. Individuals over the age of 18 have the right to register. As a minor, you may only register with Blinkist if you are at least 14 years old and your legal representatives have provided their consent. Blinkist reserves the right to make the use of Blinkist services contingent on proper proof of your identity, your legal age, or your legal representative’s consent.
- 2) The registration itself is free of charge (free account) and does not oblige you to obtain a paid subscription. By registering, you are executing an agreement with Blinkist for a limited, free use of the Platform.
- 3) You can use your e-mail address as well as a password of your choice to register. Alternatively, you may register using a single sign-on service (for example, Facebook login). You can register via our website or after downloading our iOS, Android or Kindle Fire apps.
- 4) Any information required for registration must be complete and correct and always up-to-date. Blinkist has the right to save and process the data you provided during registration, in accordance with the provisions on Data Protection.
- 5) The password used must be kept confidential. Keeping it a secret is solely and fully your responsibility. The Blinkist user account may only be used by you. Any unauthorized use of your user account, as well as any such suspicion to that effect should be communicated to Blinkist immediately.

4. Executing an Agreement for a Paid Subscription

- 1) To be able to fully benefit from Blinkist's services, additional service packages in the form of paid subscriptions (“**Subscription Access**”) are available to you after registering. These can be purchased for different, and variable periods of time, which you will see in the order options.
- 2) Blinkist's Subscription Accesses are ad-free, paid subscriptions that allow you to access additional content and features through our mobile and web-based applications. We currently offer the following subscription / service package:
 - The *Blinkist Premium* service package includes ad-free access to all of our Platform Content in both, text and audio. In addition, it gives you the right to use our premium features *Send-to-Kindle* and *Evernote-Sync*.

You will have access to the respective services as long as your subscription is valid.

- 3) You submit a legally binding offer for a fee-based subscription, if you enter the information requested in the online order form and then click on the “Order with obligation to pay” button. By doing so, you submit a legally binding offer for an agreement for a paid subscription. Before submitting your order, you may change and view the data at any time.
- 4) The contract is concluded when Blinkist issues a notice of acceptance (order confirmation), which will be sent to you by email within a reasonable time. If you purchased your fee-based subscription via Blinkist’s web-based application Blinkist will send the order confirmation to you by email together with the receipt confirmation immediately following your order. If you purchased your fee-based subscription via an in-app purchase (please also see subsection 5) you will receive a receipt confirmation following your order from the third party appstore and Blinkist will send to you the notice of acceptance (order confirmation) by separate email. In both cases, the text of the contract (consisting of the order, the General Terms and Conditions and the order confirmation) will be sent to you by Blinkist on a permanent data carrier (email) (contract confirmation). Your subscription begins on this date. The text of the agreement is saved subject to data protection. Please read our Privacy Statement for information on the collection, use and processing of your data.
- 5) You can also sign up for a paid subscription through an in-app purchase through our iOS or Android apps or our Amazon Alexa Skill. In order to do this, you must select the desired option on the subscription screen within the app, and a pop-up will appear where you have to enter your password for the third party appstore. As soon as you finish, a pop-up will appear in which you have to confirm the purchase of the subscription again. At this point you can still cancel the process. You should then receive a receipt confirmation from the third party appstore (not directly from Blinkist).

5. Trials/ Testing Phases

- 1) Blinkist occasionally offers in particular to new users free Subscription Access for testing purposes for a certain period of time (“**Trial**”). Blinkist determines, at its sole discretion, if you

may participate in a Trial. In case of an important reason, Blinkist may discontinue or change such free Trial at any time without prior notice or notification.

- 2) You can only participate in certain Trials if you enter your payment details when you sign up for the Trial. In such a case, we need your consent at the beginning of the Trial that your free access will be converted into a paid Subscription Access (Section 4) on the day following the end of the Trial. In this situation, your subscription renews itself on a recurring basis and can be terminated up to one day before the end of the respective subscription period (Section 8 (2)).
- 3) If, in a case of Section 5 (2), you do not wish to have the Subscription Access and the charge associated with it, you must cancel your Subscription Access given to you during the Trial before the end of the Trial (for example, by simply going to your Blinkist Account Settings or the respective app store settings).

6. Audiobooks and Credits

- 1) If you registered with Blinkist, Blinkist allows you to purchase Audiobook Content through the Platform. Purchases can be made on an à la carte basis. Paid Subscription Access is not necessary in order to purchase Audiobook Content, however Blinkist will often offer more attractive pricing for Audiobook Content for customers who have Subscription Access.
- 2) If you have Subscription Access you may also purchase credits to be used for the purchase of Audiobook Content. Blinkist may also offer customers with Subscription Access credits as a promotion, reward or incentive. Credits may only be redeemed by you if you have Subscription Access. Credits expire 18 months from the date when they were issued. For instance, if you received a credit on August 1, 2020, it will expire with expiration of January 31, 2022. Each time you use a credit to pay for Audiobook Content, that credit will be deducted from the total number of credits you have in your account. When purchasing Audiobook Content, Blinkist will apply your oldest credit first, so that you will always be using the credits that expire the soonest.
- 3) You submit a legally binding offer for the Audiobook Content and/or credit/s that you have selected, if you enter the information requested in the online order form and then click on the button “Order with obligation to pay”. By doing so, you submit a legally binding offer for a paid contract. Before submitting your order, you may change and view the data at any time.
- 4) The contract is concluded when Blinkist issues a notice of acceptance (order confirmation), which will be sent to you by email within a reasonable time. If you purchased your Audiobook Content and/or credit/s via Blinkist’s web-based application Blinkist will send the order confirmation to you by email together with the receipt confirmation immediately following your order. If you purchased your Audiobook Content and/or credit/s via an in-app purchase (please also see subsection 5) you will receive a receipt confirmation following your order from the third party appstore and Blinkist will send to you the notice of acceptance (order confirmation) by separate email. In both cases, the text of the contract (consisting of the order, the General Terms and Conditions and the order confirmation) will be sent to you by Blinkist on a permanent data carrier (email) (contract confirmation). The text of the agreement is saved subject to data protection. Please read our Privacy Statement for information on the collection, use and processing of your data.

- 5) You can also buy Audiobook Content and/or credit/s through an in-app purchase through our iOS or Android apps or our Amazon Alexa Skill. In order to do this, you must select the desired option on the purchase screen within the app where you have to log-in and confirm the purchase of the Audiobook Content and/or credit/s. At this point you can still cancel the process. You should then receive a receipt confirmation from the third party appstore (not directly from Blinkist).
- 6) Blinkist reserves the right, in its sole discretion, to change prices of audiobooks and credits, at any time.
- 7) In the event Blinkist provided you with free Audiobook Content in connection with a Subscription Access, and you decide to cancel your Subscription Access, Blinkist may remove such free Audiobook Content granted in connection with Subscription Access from your Blinkist Library.
- 8) Blinkist in its absolute and sole discretion, reserves the right to refuse orders for Audiobook Content placed through the Platform, and – taking into account the particular circumstances of the case – in the event of fraud or abuse by a user, the right to temporarily block the access or to remove the Audiobook Content available in the library of that user.
- 9) When you purchase Audiobook Content, Blinkist grants you a non-exclusive, non-transferable, non-assignable, non-sublicensable license to download such content to your Blinkist Library for your personal, non-commercial use. You are not entitled to alter, modify, sell, transfer, share, lease, decompile, disassemble, reverse engineer, copy, reproduce, duplicate, distribute, publicly perform, create derivative works from or otherwise commercially exploit the Audiobook Content or otherwise use and/or export the Audiobook Content outside the Blinkist Library. Any unauthorized transfer, duplication, or exploitation of any Audiobook Content constitutes copyright infringement, breach of contract, and potential other violations and liabilities, and is subject to civil and criminal penalties.
- 10) Purchased Audiobook Content will generally continue to be available in your "Library" but may become unavailable through no fault of Blinkist due to the unlikely event of potential new licensing restrictions of the content providers or other new requirements of the content providers. Blinkist will not be liable to you if Audiobook Content becomes unavailable for further download for such reasons.

7. Cancellation Policy

- 1) If you are a consumer (i.e., a person completing the legal transaction for purposes that can be predominantly attributed to neither their commercial nor their independent professional activity), you are entitled to a statutory withdrawal right when concluding a distance selling agreement, about which Blinkist provides information below in accordance with the statutory model. Please note that in the case of an in-app purchase, you have a right of withdrawal within the respective app store, i.e., Apple-App-Store, Google Play Store or Alexa Skills Store. A model withdrawal form can be found in Section 7 (3).

- BEGIN INSTRUCTIONS ON WITHDRAWAL-

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us

**Blinks Labs GmbH
Sonnenallee 223
12059 Berlin
Germany
E-mail: support@blinkist.com**

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

- END INSTRUCTIONS ON WITHDRAWAL -

- 2) The right of withdrawal expires with regard to Audiobook Content contracts if the performance has begun (i.e. you downloaded the Audiobook Content to your Blinkist Library) with your prior consent before the end of the withdrawal period and your acknowledgment that you thereby lose your right of withdrawal.
- 3) According to the legal provision, Blinkist states the following about the sample cancellation form:

Sample Cancellation Form

(Please fill out this form and send it back if you wish to cancel the Agreement.)

- To:

**Blinks Labs GmbH
Sonnallee 223
12059 Berlin
Germany
support@blinkist.com**

- **I hereby revoke the Agreement executed by me relating to the purchase of the following products (*)/the following service (*) provided**
- **Ordered on (*)/received on (*)**
- **Consumer name(s)**
- **Consumer address**
- **Consumer signature (only if notification is on paper)**
- **Date**

(*) Cross out if it does not apply.

8. Reimbursement and Payment Methods, Compensation and Retention Rights

- 1) The conclusion of a subscription for Subscription Access (Section 4) is subject to a fee and must be paid at the beginning of the subscription. The purchase of Audiobooks is also subject to payment.
- 2) As payment methods, Blinkist offers credit card, Paypal and additional payment methods, if available, specified before beginning of the order process.
- 3) If accessing by using a code, payment will be made by the payment method specified by Blinkist and chosen by you prior to the purchase of the code, such as Paypal or bank transfer.
- 4) When purchasing a subscription with the Blinkist iOS or Android apps or the Amazon Alexa Skill, payment is made by Apple's, Google's or Amazon's in-app purchase process.
- 5) As part of your Subscription Access, your payment obligation to Blinkist will be automatically renewed at the end of the relevant subscription term if you do not cancel your paid subscription at least 24 hours before the end of the term (Section 9 (2)).
- 6) You are not entitled to offset any claims against claims of Blinkist, unless your counterclaims are finally determined with legal effect or undisputed. You are also entitled to offset against the claims of Blinkist, if you make complaints for defects or counterclaims based on the same agreement.
- 7) You may only exercise your right of retention if your counterclaim results from the same agreement.

9. Term and Cancellation

- 1) The free usage agreement starts from the time you register according to Section 3 of these Terms of Use and runs indefinitely. You may cancel the free usage agreement at any time. To this effect, you can delete your account via our web app in the "Settings" menu item.
- 2) The paid subscription for the Subscription Access (see Section 4) will run for at least the term you originally selected and will automatically renew if it is not canceled at least 24 hours before the end of that period. The subscription term will be extended according to the subscription model used so far. You can cancel as instructed below:
 - You can cancel paid subscriptions completed via our web app in the "Settings" menu item of the web app. To do this, you must log in, open the settings in the context menu and click on "Cancel subscription".
 - A paid subscription completed in our iOS or Android apps or our Amazon Alexa Skill can be cancelled in your iTunes, Google Play or Amazon Alexa settings.
- 3) The Subscription Access cancellation takes effect on the day following the last day of your current subscription period and you will be downgraded to the free user agreement (free account). However, once you renew a subscription again, you will be able to access your old status and reading lists. If you wish to delete your entire account, you can do so from the settings in our web apps (see Section 8 (3)). All data will be deleted irrevocably.
- 4) The right to blocking and cancellation for an important reason due to a good cause remains unaffected by the preceding provisions.

10. Gift Certificates and Special Offers

- 1) If you are the holder of a Blinkist gift certificate that allows the use of a Blinkist Premium service package for the period mentioned in the accompanying email, card or paper receipt, you have the right to use the Blinkist Platform during the respective period of time.
- 2) To redeem the gift certificate, you must register with Blinkist first (see Section 3) and then activate the code indicated on the gift certificate on a dedicated page (currently: <http://www.blinkist.com/friends>).
- 3) Gift certificates and other codes cannot be redeemed for cash and cannot be reimbursed, exchanged or used to purchase other codes.
- 4) Please note that in addition to these General Terms and Conditions, if you use a certificate or any other special offer, any additional conditions that may apply in connection with the gift certificate or offer (especially the validity period) also apply.
- 5) Once the respective period expires, the subscription access ends automatically and you will be downgraded to the free account accordingly. If you want to continue to use the subscription access, you can sign up for a new subscription (Section 4) at any time. If you wish to delete

your entire account, you can do so from the settings in our web apps (see Section 8 (3)). All data will be deleted irrevocably.

11. Liability

(1) Blinkist disqualifies any claims for damages coming from you. This does not apply to claims for damages arising from fatal injuries, physical injuries, health damage or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages that are based on an intentional or grossly negligent breach of duty by Blinkist, its legal representatives or affiliates. Essential contractual obligations are those the fulfillment of which enables the proper execution of the Agreement in the first place and on the fulfillment of which you can trust.

(2) In the event of a breach of essential contractual obligations, Blinkist shall only be liable for the typical, foreseeable damages stipulated in a contract, if they were simply caused by negligence, unless it also involves claims for damages due to fatal injuries, physical injuries or damages to health.

(3) The restrictions mentioned in Section 10 (1) and 10 (2) also apply to breaches of duty by Blinkist's affiliates and legal representatives, if claims are made directly against them.

12. Change of Terms and Conditions

- 1) Blinkist reserves the right to amend and/or supplement the General Terms and Conditions with effect in the future, provided that this is reasonable for you taking into account Blinkist's interests. If no explicit consent is obtained from you to adapt the General Terms and Conditions, you will be notified by Blinkist of any amendments and/or supplements to the terms and conditions in a timely manner (at least four weeks before the amended General Terms and Conditions enter into force). To this end, Blinkist will send you the new version of the General Terms and Conditions to the e-mail address specified by you in the registration. In this context, Blinkist will expressly point out to you the possibility and deadline for an objection to the new version of the General Terms and Conditions, as well as the consequences, should you not object.
- 2) If you do not object to the applicability of the new version of the General Terms and Conditions within four weeks after receipt of the notification referred to in paragraph (1) of this Section, the new version of the GTC shall be deemed accepted by you.
- 3) If you object to the new version of the General Terms and Conditions in due time, the contractual relationship shall be continued under the previous General Terms and Conditions, but Blinkist may decide to terminate the free user agreement or the paid subscription with effect from the next possible regular termination date.

13. Out-of-Court Dispute Resolution

- 1) For the out-of-court resolution of consumer disputes, the European Union has set up an Online Dispute Resolution ("OS Platform") platform that can be accessed at <http://ec.europa.eu/consumers/odr>. The platform serves as a point of contact for the out-of-court resolution of disputes concerning contractual obligations arising from online

agreements. According to § 36 VSBG [Verbraucherstreitbeilegungsgesetz, Consumer Dispute Resolution Act], Blinkist points out that Blinkist is neither obligated nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

14. Final Provisions

- 1) If any provision of these General Terms and Conditions is invalid, the remainder of the agreement remains valid. The statutory provisions shall take effect over the invalid regulations.
- 2) The law of the Federal Republic of Germany shall apply, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). The legal provisions restricting the choice of law and the applicability of mandatory regulations, in particular of the state in which the customer normally resides as a consumer, remain hereof unaffected.
- 3) If no exclusive legal court of jurisdiction is given, all disputes arising out of or in connection with the contractual relationship shall be settled exclusively by the court at Blinkist's registered office, thus Berlin, provided that you are a merchant, a legal entity under public law or a special fund under public law or have no general court of jurisdiction in Germany or another EU member state, or have moved your (residential) address to non-EU countries subject to the validity of these General Terms and Conditions.