

## TERMS OF USE

Please read these "Terms of Use" carefully as they constitute an ongoing contract between you and [escapadelibrary.in](http://escapadelibrary.in)

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By clicking the box entitled "I Have Read and Accept the Terms of Use" as part of the registration process, Members accept all items in the Terms of Use and agree to abide by and be legally bound by the Terms of Use.

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### About **escapadelibrary** and **escapadelibrary** Membership

The **escapadelibrary** service provides subscribers/customers the opportunity to rent books online. Customers can browse the online catalog and create their own Wish list. The Wish List is the "Rental Queue" that governs what books you would like to read and this is what gets shipped to you from **escapadelibrary**. The books customers like to read are then delivered to them & subsequently picked up. **Escapadelibrary recommends that you have at least 10 books in your Wish List**. Customers can choose from the various plans available from **escapadelibrary**. The choice of the plan determines the number of books shipped, frequency of shipment & the rental charges.

For monthly subscribers, when **escapadelibrary** receives a request for delivery, the books are chosen from the **Wish list** (governed by your subscription plan) and sent. This is subject to availability and the customer will be intimated in case books are in circulation and unavailable for shipment at the time. Once the customer reads the book & schedules a pickup, the next set of books are chosen from the **Wish List** and sent. Books will be shipped from the **Wish list** depending on the availability of the book. If by order of priority and certain title is unavailable at the time of shipment, the next available title will be shipped.

**1. Membership:** After becoming an **escapadelibrary** subscriber, you are responsible for paying periodic subscription fees OR pre-book rental fees according to the then current billing terms. Subscription fees are non-refundable. A onetime refundable deposit is also mandatory to cover incidental loss or damage to **escapadelibrary** property.

**2. Billing:** A subscriber will be billed a flat fee, plus any applicable sales/service tax, at the beginning of each subscription period. The subscription fee will be billed at the beginning of your subscription and on each biannual renewal thereafter unless and until you cancel your membership. All fees and charges related to the subscription plans are non-refundable and there are no refunds or credits for partially used periods. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email. On cancellation of your membership, and in the event that there are no deductions towards loss of or damage to property, your security deposit will be refunded.

**3. Changes in Membership Plans:** A subscriber may upgrade plans at any time. Please contact [info@escapadelibrary.in](mailto:info@escapadelibrary.in) for membership plan changes or use the option available on your account

page. The difference in the subscription fee will be calculated for the remaining months of your subscription and charged to you accordingly. If you wish to downgrade your plan you may do so only after your 6 month period expires.

**4. Cancellation:** Your subscription may be cancelled at any time. These cancellations take effect immediately if you do not have any books in your possession. Otherwise, the cancellation will become effective once all **escapadelibrary** books in your possession are returned. In the event that you do not return the books within seven (7) days, you will be charged the book's actual retail cost. We don't provide refunds or credits for any partial-month subscription periods or unread books. The deposit refund will be given by way of cheque payable in Trichy.

**5. Damaged Books:** All of our books are sent and returned in a protective bag. If a book is returned to **escapadelibrary** damaged as a result of subscriber misuse, **escapadelibrary** will charge you the cost of each damaged book. However, if **escapadelibrary** determines that a book was damaged during transit, **escapadelibrary** will not charge you for the damaged book. However, you should note that a subscriber is allowed only one no-fault missing/damaged book shipment during the course of his or her membership. Any further instances of claimed missing or damaged book shipments will be charged to the subscriber.

**6. Automatic Renewal:** Subscription fees are automatically renewed, and therefore the member is liable to pay the subscription fees in a timely manner.

**7. Invitations and Special Offers:** Invitations and special offers are available only for first-time **escapadelibrary** subscribers, unless otherwise expressly stated in the offer. Once redeemed, all promotional offers are final and are not eligible for refund or return.

**8. Shipping Policy:** **escapadelibrary** manages its logistics in partnership with a logistics provider. **Escapadelibrary** will ensure that your order is processed the same day as you place the order (except Sunday). Books will be delivered within 3-4 working days of placing the order. The books shipped will be governed by the availability of the book in **escapadelibrary's** inventory.

**9. Wish List (Wish List):** We endeavor to ship to you the books listed highest in your list; however when availability is limited, we may ship you books lower on your list. Adjustments made to your list may not immediately impact your next shipment. In certain instances you may have adjusted your list before you have received a shipment message when in fact a shipment was already processed. The adjustments will, however, impact subsequent shipments. In the event that a book is in circulation, the customer will be intimated and will have the opportunity to remove the book from the list.

**10. Book Allocation:** **escapadelibrary** reserves the right to allocate and ship books among our subscribers in any manner that we, in our sole and absolute discretion, determine. In addition, we will, in our sole and absolute discretion, determine the quantity of books we purchase for any particular title and the level of staffing and number of shipments to be processed at each distribution centre. As a result, we may not always send you the top choices from your list, and we may not ship out your next book(s) on the same day that we receive one from you. At present, our goal is to ship you the book(s) listed highest in your list. Often, on the same day that we pick up a book(s) from you, we will deliver the next available book(s) from your list. In certain instances, your next available book(s) will not ship until at least one business day following our receipt of your returned book(s).

**11. Return:** **escapadelibrary** reserves the right to request return of any and all book(s) in the possession of Members at any time. Members understand and agree to promptly return any book(s) to **escapadelibrary** upon request, and that failure to do so within seven days of the request makes Members

liable for the cost of those book(s) plus 50% of that cost as a handling charge, for which **escapadelibrary** reserves the right to charge the Member's refundable security deposit. Customers are given the option to indicate when they are ready to return the books they have borrowed and accordingly schedule a pick up. This is a free service provided by **escapadelibrary**, however, in the event that at the scheduled time of delivery/ pick-up, the customer is unavailable, and another pick-up service has to be scheduled, the cost of the courier service will be charged to the customer.

**12. Book Content:** **escapadelibrary** has put in effort to create a catalog of your favorite books and categorized them for ease of access. The cover images & book description are procured from third party/publishers and **escapadelibrary** takes no guarantee of the accuracy of such content. You might receive a book that has a cover different from what was shown online. This is because different publishers of the same book use different cover images. Best efforts have been taken to deliver the goods described on the site; the company takes no guarantee that the book will bear the exact cover produced on the site. The books are subject to availability and the presence of multiple copies of the same book from multiple publishers may result in a disparity between the cover shown on the site, and the book delivered. Despite this, the content of the book would be the same.

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### **Confidentiality**

You are solely responsible for maintaining the confidentiality and security of your account information and your password. If you reveal your password or share your account with anyone, you take full responsibility for his/her actions.

### **Indemnification**

You agree to indemnify and hold harmless **escapadelibrary and** its proprietor, directors, officers, employees, agents or other representatives from and against all claims, liability and expenses, including all legal fees and costs arising from or relating to (a) your breach of these Terms of Use; and (b) your use of this website and associated services including transmission or placement of information or material by you on this website. This provision shall survive the termination of your right to use this website and/or your status as **escapadelibrary** subscriber.

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website. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

### **No Waiver**

A waiver of any term or condition of, or consent granted under, these Terms of Use shall be effective only if given in writing and signed by **escapadelibrary**. Such waiver shall only be effective in the instance, and for the purpose for which it is given.

### **Choice of Law**

These Terms of Use are governed by and shall be construed in accordance with Trichy jurisdiction & law, without regard to conflicts of laws principles. You agree and hereby submit to the exclusive personal jurisdiction and venue of the courts in Trichy for the resolution of any disputes arising from these Terms of Use, use of the **escapadelibrary** website, purchase of **escapadelibrary** products, and/or use of **escapadelibrary**'s services.

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If any term contained herein is determined to be unlawful, void or unenforceable for any reason, that term will be deemed severable from the whole, and will not affect the validity and enforceability of any remaining provisions, or the agreement as a whole. These Terms of Use and **escapadelibrary**'s Privacy Policy (incorporated herein) constitute the entire agreement among or between the parties relating to this subject matter.

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**Escapade Edutainment Centre,**  
10/31, 2<sup>nd</sup> main road,  
Raja Colony,  
Collector Office Road,  
Trichy-620001

The notice must be in writing and must contain the following information:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site is covered by a single notification, a representative list of such works at that site.
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and

that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.

(d) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

(e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

(f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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**Escapade Edutainment Centre,**

10/31, 2<sup>nd</sup> main road,  
Raja Colony,  
Collector Office Road,  
Trichy-620001

Ph: +91 99404 36470/ +91 95001 83437

Email: [info@escapadelibrary.in](mailto:info@escapadelibrary.in)

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## PRIVACY POLICY

www.escapadelibrary.in (referred as "**escapadelibrary**" hereafter) takes privacy policy very seriously and is committed to protecting the privacy of our members.

**Escapadelibrary** is strongly committed to protecting the privacy of our members.

The privacy policy given here explains the type of information which is gathered of visitors & members of the **escapadelibrary** family. It also explains how we may use that information, whether we disclose it to anyone, and the choices you have regarding our use of, and your ability to correct the information.

We offer membership services only to consumers over the age of 18. We do not knowingly collect data from minors.

### Information About You – Registration information

During the registration process, **escapadelibrary** solicits basic information from the customer. This information will include (but not limited to): full name, address, contact number, choice of books. The address is necessary for us to be able to send you the books you want to read. We may ask for demographic information from you to help make our service more useful to you.

We use your telephone number only if there is an order-related issue, though because we understand your need for anonymity we will make all attempts to contact you via email. We do not use your telephone number for marketing purposes. All communications on promotions or offers will only be sent to your email provided, unless otherwise indicated.

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**Escapadelibrary** will collect and store only the following non-personally-identifying information from you: the name of the domain name from which you access the Internet; the date and time you access our site; and the Internet address of the Website from which you linked directly to our site. We also track your order and billing history so you can access your Account at **escapadelibrary** and immediately determine which Books you've rented and how you paid for them. This information is also used to remove rented titles from your Book Request List. This information is password-protected. No one has access to it but you.

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## Security and Access

**Escapadelibrary** uses a secure socket layer (SSL), which encrypts all information that is transmitted or received. This encryption process ensures that the information you give us is protected against unauthorized access.

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## Escapadelibrary Privacy Policy Changes

If we decide to change our privacy policy for **escapadelibrary**, we will post those changes here so that you will always know what information we gather, how we might use that information and whether we will disclose it to anyone.

## **Contact**

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10/31, 2nd main road,  
Raja Colony,  
Collector Office Road,  
Trichy – 620001.

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