iBOUQUINISTE CLOUD

User agreement

Cloud synchronization of your personal library

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Books, bookmarks and reading positions — solely for synchronization.

We take reasonable measures to preserve data, but do not guarantee freedom from loss. The service is not intended for backup or archival storage. Free allowances apply after paid access ends; access and retention beyond them are not guaranteed. Price, duration and payment terms are determined at purchase.

01. Purpose of the service and limits of retention

iBouquiniste provides cloud synchronization of your personal library between devices and access through the app and browser. Server copies of books, bookmarks and reading positions are retained solely to support these synchronization functions. A paid plan provides the synchronization features specified in the selected offer, not a backup or archival storage service.

The service is not intended to hold your only copies of books or reading data. Keep your original book files and, where possible, independent copies of important bookmarks and reading positions. The presence of data on the server does not promise indefinite retention, unconditional preservation, uninterrupted availability or guaranteed recovery.

We make all reasonable efforts and take reasonable technical and organizational measures to preserve synchronized data and operate the service. However, preservation of books, bookmarks and reading positions without any risk of loss is not guaranteed. These terms apply to both free and paid use; mandatory legal requirements remain unaffected.

02. Your data and resynchronization

Only upload files you are entitled to store and use. Rights in books remain with their respective owners. You authorize us to store, technically process and transfer your files and reading data as necessary for synchronization. The service does not sell ebooks or grant rights to other people’s works.

If a server copy of a book is lost, it can be uploaded or synchronized again from a device that retains its complete file, within the current plan limits. A cover, library entry or reading position does not mean a device has the complete book file. Re-uploading may require action on your part; automatic recovery is not promised.

Bookmarks and reading positions are also retained on the server solely for synchronization between devices. After server records are lost, resynchronization is possible only if the data remain on a device and can technically be transferred. If the original data no longer exist, recovery of a book, bookmark or reading position is not guaranteed. Bookmarks and reading positions are not themselves a copy of the book text.

03. Plans, payment and renewal

The price, currency, access duration, capacity and other plan limits, automatic-renewal status and payment arrangements are shown on the purchase page before order confirmation. You accept the displayed terms of the selected offer when purchasing. This agreement does not set a fixed price, plan capacity, billing frequency or specific payment service.

Depending on the offers available, you may purchase an automatically renewing subscription or pay once for a selected term without automatic repeat charges. Available terms, payment methods and payment providers may depend on your region and place of purchase. The duration of paid access is determined by the confirmed order.

Repeat charges require your consent to automatic renewal and follow the frequency and terms disclosed before purchase. A one-time payment for a term does not itself authorize subsequent automatic charges. Any bank fees, currency conversion and payment intermediary conditions depend on the payment method selected.

Automatic renewal can be cancelled where the purchase is managed, following the instructions provided at purchase or in your account. Cancellation stops future renewal charges under the purchase terms; access continues until the period already paid for ends. When a prepaid term ends or the next period is not paid, the additional features end unless further access has been purchased.

The price of a confirmed order does not fix the price of all future purchases or renewals. The process for changing prices and other conditions for future periods is described below.

04. Access after a paid period ends

When a paid period ends, the free plan terms applicable to the account, as stated in the plan description or account, apply. Downloads from the cloud may be restricted to the first remaining books within that allowance. Books beyond the allowance may be unavailable for download even while their server copies remain. Temporary retention does not grant access beyond the free allowance.

Order is determined by when books were added to the account’s cloud library, from earlier to later; sorting by title or author does not change it. Deleting an accessible book from the cloud library makes room for the next remaining book, if its server file still exists. Removing only a local device copy does not free a place in the cloud list. The allowance concerns books, not the number of downloads of an eligible book to your own devices.

Expiry of paid access does not itself delete files already downloaded to devices. New uploads are subject to the applicable free plan limits. Paying again expands access to surviving data within the selected offer; it does not restore books, bookmarks or reading positions that have already been deleted or lost.

Specific allowances may differ between plans and accounts. Changes for future use follow the process in the changes section; periods already paid for are not revised retroactively.

05. Data beyond the free allowance

The end of a paid period does not trigger immediate deletion of the entire library. Copies of books beyond the free allowance and their associated reading data may temporarily remain on the server to support a possible resumption of synchronization. Their preservation, availability and any minimum retention period after paid access ends are not guaranteed.

We may delete these server copies and associated synchronization data when necessary to free resources, protect security or comply with the law. This is not a permanent archive for an unpaid library. For planned cleanup, we will try to give advance notice and a reasonable opportunity to save data where technically and legally possible; an incident or urgent threat may prevent advance notice.

Keep the originals you need and any available independent copies of your data before the paid period ends. Separate deletion of your account and data at your request is described on the account deletion page.

06. Outages, data loss and responsibility

Server incidents, disk or database damage, software faults, power or network failures, fire, natural disasters and other events can interrupt synchronization and make server-side books, bookmarks and reading positions temporarily unavailable or cause their loss. Freedom from all data loss and the ability to recover data are not guaranteed.

To the extent permitted by applicable law, we are not liable for data loss or interruption of synchronization caused by circumstances beyond our reasonable control if reasonable measures could not have prevented them and we properly performed our duties. Loss of a server copy does not itself breach a promise of backup or archival storage: we do not provide that service.

Not every technical failure automatically qualifies as force majeure. We take reasonable measures to limit its effects and restore synchronization, but do not promise to recover every book, bookmark or reading position. Responsibility depends on the cause, our actions and mandatory legal requirements.

Nothing in this agreement excludes liability for intentional misconduct, gross negligence or other cases in which exclusion is prohibited by law. The agreement does not remove the right to go to court, receive a statutory refund or use other mandatory remedies.

07. Support, refunds and liability limit

If it is established that, for reasons for which we are responsible, we materially failed to provide paid synchronization, a contractual refund is available on request in the amount of one month of access at the price of the purchased offer, but no more than the amount actually paid for the relevant period. The basis for this refund is inadequate paid service, not the absence of a backup copy of a book, bookmark or reading position by itself.

This contractual refund applies to users with paid access in effect at the time of the failure, whether automatically renewed or prepaid. For a purchase covering multiple months, the value of one month is calculated proportionately from the amount paid and the duration purchased. For a term shorter than one month, it does not exceed the price of that term. Repeated claims concerning the same event do not increase the contractual limit. Free use does not include this contractual monetary compensation because no fee was paid.

Only to the extent that applicable law permits this limitation, aggregate contractual liability for one event is limited to that one-month equivalent. This limit does not apply to statutory refunds, damages or other claims that may not lawfully be limited, including the cases listed in the responsibility section. It is not a waiver of the user’s legal rights.

Cancelling renewal and requesting a refund are different actions. To report an incorrect charge, a problem with the service or withdrawal from the contract, email support@ibouquiniste.com with your account, payment date and a description of the problem. We consider available technical records and information from the user; mandatory rules about the burden of proof are unchanged. Do not send passwords, full payment credentials or confirmation codes.

Where the statutory right to withdraw from a distance contract under Georgian law applies, you may withdraw without giving a reason within 14 calendar days of entering into the contract. A clear email is sufficient. Asking for synchronization to start immediately after payment does not by itself waive mandatory consumer rights. Refunds and their amount are governed by applicable law; additional mandatory rights in your country remain unaffected.

08. Acceptance and changes to terms

You can read and save the agreement before registering a cloud account in Android and before purchasing paid access. You accept it by selecting a separate checkbox in the relevant form. Acceptance during free registration does not order a paid service or authorize charges. The price and other purchase terms are accepted when you confirm the purchase; automatic renewal also requires authorization for repeat charges.

We may revise prices, plan features, access periods and allowances for future purchases and periods when service functionality, costs, infrastructure arrangements, market conditions or legal requirements change. Material changes to existing terms and renewal prices are communicated in advance, with reasonable time to review them and the option to cancel renewal before they apply. Where the law or purchase platform rules require separate consent, new charges are made only after obtaining it. Changing website text alone does not authorize an unexpected higher charge.

If you do not agree to new terms, you may decline a new purchase or cancel automatic renewal. The terms of a confirmed paid period remain in effect until it ends and will not be worsened retroactively, except for changes required by law. A previous price is not guaranteed for subsequent periods. This version applies when accepted and does not retroactively remove rights that have already arisen.

The Russian and English versions describe the same terms. Mandatory user rights prevail over any conflicting provision. Data processing is described in the Android privacy policy and the policy for other versions.

Service provider and contact

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