

NovelLens Terms of Service

Effective Date: 09/04/2025

Version: 1.1

1. Glossary

- **Vectorisation:** The process of converting data into machine-readable numerical representations that are non-identifiable.
- **TDM Exception:** The UK Text and Data Mining exception, as specified in the Copyright and Rights in Performances (Research, Education, Libraries, and Archives) Regulations 2014, permitting non-commercial research use of copyrighted material.

2. Introduction

Welcome to **NovelLens**, your smart book recommender app. By accessing or using NovelLens, you agree to these Terms of Service. Please read them carefully; if you do not agree, please do not use the app.

3. Acceptance of Terms

By using NovelLens, you confirm that you have read, understood, and agree to be bound by these Terms. These Terms govern your access to and use of NovelLens and any related services provided.

By agreeing to the **Consent Form**, you explicitly agree to all the following documents, which were provided to you before consent:

- **Participant Information Sheet**
- **Privacy Policy**
- **Terms of Service**
- **Consent Form itself**

You also acknowledge that you have reviewed these documents **before providing consent**.

The **Privacy Policy**, which explains how we collect, use, and protect your personal data, was made available to you during sign-up. It can be retrieved at any time:

- **Inside the app** under the **User Profile Settings** page.

- **Via direct web link:** <https://magofficina.com/privacy>

4. Use of the App and Services

- **Eligibility:** Novellens is strictly prohibited for users under the age of 18. Any accounts found to belong to underage users will be terminated immediately.
- **Account Registration:** All features of Novellens require account registration. You agree to provide accurate and complete information during registration and to update it as necessary.
- **User Rights:** Under the **UK GDPR**, you have the right to access, correct, or delete your personal data. These functions are available in **Profile Settings**. If you lose access, contact av4g21@soton.ac.uk with your **username, device model, and approximate registration date** to verify your possession of the account.

5. Privacy and Data Collection

- **Primary Data Collection:** We collect data about your interactions with the app (e.g., button clicks, session details), device metadata (such as Android ID and device model), and any feedback you provide.
- **Google Sign-In:** During Google sign-in, only a **unique user identifier (SUB ID)** is collected for authentication purposes.
- **Logging & Engagement Data:**
 - **API Request Logging:** Novellens reserves the right to log all requests made to its API to prevent abuse and ensure user compliance with these Terms, as well as to meet any applicable legal obligations.
 - **Periodic Engagement Data:** The app will periodically transmit user engagement information (e.g., time spent on pages) to the API. Such engagement data is used to improve recommendations and to evaluate the Novellens project. In any public presentation of results, these data will be aggregated or anonymised.
 - **App Version Tracking:** API requests include the app version to ensure compatibility, evaluate feature adoption, and monitor for security vulnerabilities.

- **Data Retention:**
 - **Personal Data:** Your personal data is retained until **31 August 2025 at 16:00 UK time**. This timeline reflects the academic scope of the project, ensuring sufficient time for the preparation and submission of the final university report.
 - **Data to be Deposited for Research:** Anonymised and aggregated user interaction data is retained for **10 years** in secure research storage, as mandated by University of Southampton ethics policies and the NovelLens project's ethical approval. This data is irreversibly anonymised, cannot be linked to individual users, and thus falls outside the scope of GDPR opt-outs.
 - **Other Data:** Any data not required to be retained will be securely destroyed. If applicable law requires retention of any data, such data will be retained in accordance with those legal obligations.
- **Security:** All personal data is transmitted over secure, encrypted channels and stored on encrypted servers.
- **Privacy Policy Reference:** Full data practices are outlined in our **Privacy Policy**, available at:
 - **Inside the app** under **User Profile Settings**
 - **Direct web link:** <https://magofficina.com/privacy>

6. Use of Secondary Data and TDM Exception

Legal Basis and Processing:

- **NovelLens** integrates book metadata and public user interaction data (such as reading lists and reviews) from external sources.
- Under the **UK TDM Exception** (Copyright, Designs and Patents Act 1988), publicly accessible data can be used for non-commercial research if the user has lawful access.
- All public user interaction data from third-party sources is **anonymised, transformed, and/or vectorised** for use in personalised book recommendations and model training.
- **No private user data is collected**—only publicly available third-party interaction data.

- All third-party public interaction data is processed to prevent **reconstruction or direct replication** of the original material. While not all data is vectorised, all data is anonymised and transformed to ensure it **cannot be linked back** to copyrighted content.
- **Third-party user interaction data collected is never accessible to app users**—it is only used indirectly to generate book recommendations.
- **Book metadata** is usually displayed in its original form, with only minor formatting adjustments for clarity and consistency. Where possible, book listings include links to the original sources for proper attribution.

Third-Party Links Disclaimer:

- Clicking on third-party book links will **redirect users outside the app**, where they will be subject to the respective third party's terms and policies.
- **NovelLens is not responsible** for user activity on external sites, nor do these links imply any endorsement of third-party products, services, or content.

7. Intellectual Property and API Protection

- **Ownership:** NovelLens is developed and maintained solely by **Allans Vaikulis (av4g21, developer account: MagOfficina)** as part of a Part III project at the University of Southampton. While the University of Southampton supports the project, it retains partial ownership due to its involvement and sponsorship.
- **API Use Restrictions:**
 - The **NovelLens API is a protected and integral component of the app.**
 - Users are granted a **limited, non-exclusive, and non-transferable licence** to use NovelLens strictly as provided.
 - **Any attempt to access, use, or interact with the API outside the approved NovelLens app environment is strictly prohibited.**
 - **Decompiling, reverse engineering, or otherwise attempting to uncover the underlying code or mechanisms of the app or its API is not permitted** under these Terms or applicable UK law.

8. User Responsibilities and Conduct

- Users **must not** share personally identifiable information (e.g., real names, personal contact info) in reviews, list names, usernames, or any other part of the NovelLens app.
- Users **must not** misuse the app or its features (e.g., bypassing security measures or interfering with its proper functioning).
- **Inappropriate Content Reporting:**
 - Users may **report** inappropriate content via the in-app reporting feature.
 - Abuse of this feature **may result in account termination**.
- **Feedback Provision:**
 - Feedback about the app should be provided either in-app (via the profile settings page or on book pages) or through Google Play Store reviews (subject to Google's own terms). This approach minimises the collection of additional user data outside the contexts described in these Terms. However, users who were manually invited to participate in the study through the closed beta by the developer may provide feedback directly to the developer.
- **Misuse of the app may result in account termination**, with any non-anonymised data subsequently deleted in accordance with our data retention policies.
- **Device Ban:** Depending on the severity of the violation, NovelLens may impose a **permanent ban on the device ID** associated with a terminated account. This ban prevents the same device from being used to create new accounts or access NovelLens in the future. It also blocks other existing accounts from using the app on that device.

9. Logging & Engagement Data

- **API Request Logging:** NovelLens reserves the right to log all requests made to its API to prevent abuse and ensure user compliance with these Terms, as well as to meet any applicable legal obligations.
- **Periodic Engagement Data:** The app will periodically transmit user engagement information (e.g., time spent on pages) to the API. Such engagement data is used to improve recommendations and to evaluate the NovelLens project. In any public presentation of results, these data will be aggregated or anonymised.

10. Modifications to the Terms

- We may update or modify these Terms at any time. Changes to the Terms or to related documents (e.g., Ethical Approval Forms, Participant Consent Forms, the Participant Information Sheet) will be communicated via **in-app notices**. Users must accept the updated documents to continue using their account or choose to delete their account if they do not accept the changes.
- For existing users, changes will take effect after a notice period of at least **2 days**. New users will be subject to the updated Terms immediately upon use. In-app pop-ups will alert users of changes; while initial dismissal is permitted, acceptance is required once the effective date arrives.

11. Limitation of Liability

- **Novellens is provided "as is" and "as available" without warranties of any kind.**
- We **are not liable** for any indirect, incidental, or consequential damages resulting from the use of the Novellens app.
- Your **use of Novellens is at your own risk**.

12. Termination

- Novellens **reserves the right** to suspend or terminate accounts at any time.
- Users can **delete their account** via **Profile Settings** or contact av4g21@soton.ac.uk if unable to access settings.
- Upon termination, your right to use the app will cease immediately, and any personal data you have provided may be deleted in accordance with our data retention policies.

13. Ethical Approval

- **Primary Data:** Ethical approval for the primary data collection within Novellens is documented under **ERGO number 100870**.
- **Secondary Data:** The integration and use of secondary data from external sources are covered by **ERGO number 100407**.
- These approvals explicitly cover the data practices outlined in these Terms, including secondary data processing and retention. Full ethical approval documents are available upon request.

For ethical concerns, contact:

University of Southampton Research Ethics and Governance

Phone: **+44 (0)23 8059 5058**

Email: rgoinfo@soton.ac.uk

14. Removal Requests for Book Listings

- **Copyright Holders:**
 - If original **authors or publishers** of books listed on NovelLens wish their titles to be removed, they may **contact the developer at** av4g21@soton.ac.uk to request removal.
 - Metadata sourced from **third-party aggregators** is generally excluded from removal requests, except in cases of **demonstrable copyright ownership and legal validity**.

15. Governing Law and Jurisdiction

- These Terms are governed by **UK GDPR and the Data Protection Act 2018**.
- Any disputes will be subject to the **exclusive jurisdiction of the courts in the United Kingdom**.

16. Contact Information

- **Developer:** Allans Vaikulis
Email: av4g21@soton.ac.uk
- **Project Supervisor:** Dr. B. Rastegari
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- **University of Southampton Research Ethics and Governance**
Phone: **+44 (0)23 8059 5058**
Email: rgoinfo@soton.ac.uk
- **Mailing Address:**
University of Southampton
Highfield, Southampton, SO17 1BJ, United Kingdom

17. Complaints and Dispute Process

1. **Developer Contact:** If you have a complaint or dispute regarding NovelLens, please first contact the developer at av4g21@soton.ac.uk.
2. **Supervisor Escalation:** If the developer rejects your complaint or you remain unsatisfied with the response, you may escalate the issue by contacting the project supervisor at B.Rastegari@soton.ac.uk.
3. **Ethics & Governance Board:** If your concerns are still unresolved, you may contact the **University of Southampton Head of Research Ethics and Governance** at +44 (0)23 8059 5058 or rgoinfo@soton.ac.uk.

At any point in the complaints process you may directly address **Ethics and Governance Board**, the process outlined above is only the recommended process in case of complaints or disputes.