

## **PUBLISHDRIVE TERMS & CONDITIONS**

Last modified: September 27, 2018

### **Welcome to PublishDrive and the future of publishing.**

These Terms of Service are entered into by and between Publisher ("You" or "Publisher") and PublishDrive Inc. ("PublishDrive", "Company," "we," or "us"). The Company through its website (<https://publishdrive.com> (the "Website"), offers and provides you with a platform to convert your manuscripts and distribute your work, book and/or your digital content (the "Work") to online retailers worldwide (the "Services"). The following terms and conditions, along with any documents expressly incorporated by reference (collectively "Terms of Service"), govern your access to and use of the Services and the Website.

**PublishDrive team is here for you.** It is better to ask than have any doubts or questions left unanswered, so you can reach us any time via [support@publishdrive.com](mailto:support@publishdrive.com). Please don't send us a letter by snail mail, but here is our legal address in case you need it:

#### **PublishDrive Inc.**

Registered address: 160 Greentree Drive Dover, Delaware 19904

Address: 428 Broadway, New York, NY 10013

### **PLEASE READ THIS AGREEMENT CAREFULLY.**

#### **1) Why should you read these Terms of Service?**

You should read these Terms of Service because they contain our legal commitments to you and a number of DOs and DON'Ts which you need to be aware of when you use our Website and Services. Please read these Terms of Service carefully to make sure you understand them. By using our Services, you agree to accept and be legally bound by these Terms of Service. If you do not agree with the Terms of Service, you should not access or use our Website and the Services.

You should also read our **Privacy Policy** (<https://admin.publishdrive.com/privacy-policy>). The Privacy Policy explains how we use your personal data.

After you accept our terms and conditions, this agreement will have a binding effect on the assigns, heirs, executors, affiliates, agents, personal representatives, administrators, and successors (whether through merger, operation of law, or otherwise) of each of the parties.

The Service offered by PublishDrive through its Website having the address of [www.publishdrive.com](http://www.publishdrive.com) is only available to Publishers who preliminary accept the present Terms of Service, which shall be expressly accepted by the Publisher on the Website during the registration by clicking the "I AGREE" button.

**2) Can PublishDrive change these Terms of Service?**

We can update and change these Terms of Service from time to time and the most current version of these Terms of Service in the Company's sole discretion, by posting revised terms on the Website. We will notify you of such changes by posting the modified version on the Website or through other communications and indicating the date it was last modified. It is important that you review the Terms of Service whenever we modify them because if you continue to use the Services after we have posted modified Terms of Service on the Website, you are indicating to us that you agree to be bound by the modified Terms of Service. If you don't agree to be bound by the modified terms, then you may not use the Services anymore.

**3) Are you eligible to use this Website and the Service?**

You may use the Services only if you are (a) 18 years or older, (b) capable of forming a binding contract with the Company and (c) are not barred from using the Services under applicable law. By using the Services you represent and warrant that you are of capacity to form a binding contract with the Company and meet all of the preceding eligibility requirements.

**4) Delivery Guide and Policies**

Accepting our Terms of Services, you also accept the policies outlined in our Delivery Guide (<https://admin.publishdrive.com/ebook-delivery-guide/>). The guide includes our formatting and content guidelines in details and the following policies:

- a) Exit policy
- b) Bulk import policy
- c) Free ebooks policy
- d) Spamming and rejection policy
- e) Restricted account policy
- f) Ebook Conversion Terms and Conditions

The policies are subject to change in accordance with the changes of this Terms of Services.

**5) This is not an exclusive, all-or-nothing distribution.**

You are the copyright owner, so you decide where you want to publish. You have the right to sell your books or media directly in any stores or on your website.

You can choose your stores and retailers, where you want to publish through PublishDrive (the "Stores"). You can change your selection at any time. The Stores are disclosed on the Stores Page (available under <https://admin.publishdrive.com/stores>) and are generally comprised of retail channels that sell books to readers.

We are keeping an eye out for possible duplicates, but please remember: a book can only be published in one store via one distributor.

The Company is constantly improving its partnerships with new Stores which are added on the Company's platform. Publisher is informed about the new Stores and their terms. Publisher's Work will be

automatically sent to the new Stores unless the Publisher decides to opt-out from the new Stores' distribution services. You have a 15-days opt-out period before a new Store is introduced. The Company reserves the right to terminate partnerships with Stores. These decisions are communicated to the Publisher in a written manner.

**6) Can I change the Store selection?**

At any time, Publisher may change its selected Stores on Company's Website. The Company does not recommend frequent changes in the selection of Stores, to avoid operative issues caused by frequent changes.

**7) How do I start using the Service?**

To access some features of the Website, including your account information and periodic statements, you will have to create an online account ("Account"). You hereby represent and warrant that the information you provide to the Company upon registration will be true, accurate, current, and complete. You also hereby represent and warrant that you will ensure that your Account information, including your e-mail address, is kept accurate and up-to-date at all times during the term of this Agreement. Our use of your information is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You are solely responsible for safeguarding and maintaining the confidentiality of your account username and password and are responsible for all activities that occur under your account, whether or not you have authorized the activities. You may not permit any third party to use the Services through your Account and will not use the Account of any third party. You agree to immediately notify the Company of any unauthorized use of your username, password or Account.

You agree that we may suspend and deny your access to and use of the Services and the Website if we reasonably believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Service, or violated our rights or the rights of any third party, or for any other reason, with or without notice to you.

**8) What are the distribution rules?**

Generally, the Company will publish the author's Work as it is delivered to us, and not edit or modify the Work, unless it is needed for commercial purposes. Certain modifications may occur or caused by file or design conversions. The Company does not guarantee accurate preservation of the original Work's format. Publisher shall work with the Company in good faith to promote Publisher Work's availability on the Stores and Company's Website. The Company may refuse to distribute any content based on content or formatting related issues.

**9) How do I deliver the Work for distribution?**

You must provide to us, at your own expense each Work you desire to distribute through our Services, in a digital format as specified by the Company on the Website. We will not return to you any electronic files

or physical content or media you deliver to us in connection with the Services. You must deliver all electronic files free and clear of viruses, worms and other potentially harmful or disrupting code.

**Warning:** Before any delivery, Publisher shall warn the Company of any contents permitted for distribution within closed users groups only (e.g., adult content, Territory limitation, if there are Territories where the Work shall not be distributed).

**10) You can decide to withdraw a Work from publication and distribution any time for any reason.**

Once you make your request to have a Work title removed, our team will begin working to remove the title, but note that it may take 4-6 weeks or longer for the titles to be removed from retail outlets around the world. PublishDrive shall not be liable for any damage that is caused by the delayed removal or from missed deadlines if the delay is caused by the Stores. Until we can remove such title, the rights and licenses granted under this Terms of Service will continue to apply to such title. Please note that the Stores may maintain archival copies of such books solely to permit any authorized continuing access by any end customer who has purchased a license to that book before its withdrawal from sale.

This Terms of Service shall not be terminated automatically by Company's removal of the Work from the Website or Stores' websites or services. In order for you to terminate this Terms of Service following the removal of any of the Work, you must provide the company with a ninety (90) days prior written notice, as described in these Terms of Service.

**11) We also have the right to remove your Work.**

The Company and the Stores reserve the right, to remove and not use or exploit any of the Work from the Website in its sole and absolute discretion, for any reason or for no reason, including if the Company believes such content:

- (1) is offensive, harmful, pornographic, obscene, defamatory unlawful, indecent, inflammatory, false, misleading, fraudulent or otherwise objectionable;
- (2) is the subject of a dispute between you or us and a third party;
- (3) is content to which you cannot document your rights therein upon Company's request;
- (4) violates or is alleged to violate the intellectual property rights, privacy rights or other rights or protected interests of a third party;
- (5) is the subject of a takedown notice by a party claiming to own the rights therein, or
- (6) is the subject of any fraudulent activity, or for any other reason in Company's sole and absolute judgment is necessary to protect the business interests of the Company and any of its business partners or Stores.

If your Work or content is rejected by any Store, for any reason, the Company will have no liability to you, and the Company will not offer any refund or credit for any Services.

**12) We care about security.**

PublishDrive takes action to make sure your books are protected against illegal copies. The Company will stipulate within the metadata supplied to distribution outlets the level of digital rights management (the “DRM”) required. This will typically be hard DRM where it is possible or watermarked where there is no option for DRM. If the Publisher does not supply a DRM statement, then the agreed default standard is distribution with DRM wherever it is possible. The DRM can be changed by your request in your Account. It is possible for Publishers to opt out of the DRM requirement in certain Stores.

**13) You set the price.**

You set the price (“Digital List Price”) of your Work (including VAT if applicable and excluding sales tax if applicable). You can even set a separate price for different currencies. If you need to make any changes, you can do so any time. You can schedule price promotions.

We will try our best to ensure that your Work is sold at the digital list price you set. Different Stores in different business models may offer your Work at different prices. If the price you set is less than the minimum price in a Store, we will send that Work to the Store at their minimum price. You can always opt out from a Store, if you don’t want us to change the price. If there is any mistake in the price that is displayed for your Work, please let us know immediately, and we’ll do our best to fix it. If there is a mistake in the price display or inaccuracy, the Company will have no liability to you. We do not warrant or make any representations regarding the accuracy or reliability of information on the Website.

We (and most of the Stores) accept free books. Read our free books policy in the Delivery Guide.

**14) Our Partnership:**

**As the Publisher and author:**

You grant to PublishDrive the non-exclusive worldwide right to digitally publish, distribute, market and sell and to license others to do so (“Publish”), the Work, as necessary to carry out the Services you select during the term of these Terms of Service, or such more limited territories to which you specifically limit the territory in the registration process (the “Territory”), including the right to:

- a. Reproduce, format, reformat, digitize, and convert the Work into any form of book embodying the Work, including e-books and other digital formats of any kind (the “Books”) in any form or format;
- b. Use and cite 5% of the Work/books for promotional goals. In addition, the Company and the Stores shall be entitled to distribute, publicly perform, publicly display and otherwise make available, for promotional purposes, free of charge, portions of the Work (“Reading Samples”) in any form of media (including but not limited to Facebook, blogs, Google, Twitter, etc.), to promote the license, sale, and distribution of Books; In case that the Publisher did not provide Company with Reading Samples of the Work, the Company or the Stores, are entitled to produce their own Reading Sample of such Work and to make use thereof for promotion of the Work. The Reading Samples are usually up to 10% of the volume of the Work. However, some Stores (such as Google Play) require a minimum amount of 20% of the volume of the Work as a Reading Sample;

- c. Use the Work, and metadata as may be reasonably necessary or desirable for us to exercise our rights under this Terms of Service;
- d. Authorize Stores to use your cover artwork, metadata, and product description you provide for your Work for marketing purposes without notification;
- e. Make the necessary changes to this agreement to comply with Stores' rules and regulations not mentioned above; and
- f. Authorize our Stores to perform any one or more of the activities specified above.
- g. Publisher allows the Company to run research and development activities with their content to improve the quality of Company's service.

**You also agree that:**

- a. The copyright in the Work shall belong to the author or the party that author cites as the copyright holder. Please note, that it is your sole responsibility to file your copyrights and any other intellectual property with the appropriate governmental body. It is also your responsibility to place a copyright notice on the copyright page or some other prominent place in the Work;  
Subject to our rights under this agreement, you remain the copyright owner of the Work and you own all right, title and interest in and to (i) the Work, (ii) the Reading Samples, (iii) all copyrights and equivalent rights embodied therein, and (iv) all materials furnished by you;
- b. Neither the exercise of the rights authorized under this Terms of Service nor any materials embodied in the content nor its sale or distribution as authorized in this Terms of Service will violate or infringe upon the intellectual property, proprietary or other rights of any person or entity, including, without limitation, contractual rights, copyrights, trademarks, common law rights, rights of publicity, or privacy, or moral rights, or contain defamatory material or violate any laws or regulations of any jurisdiction;
- c. You represent and warrant that the Work does not advocate hateful, discriminatory or racist views or actions toward others and does not contain offensive, harmful, pornographic, obscene, defamatory unlawful, indecent, inflammatory, false, misleading, fraudulent or otherwise objectionable content;
- d. You represent and warrant that the Work does not contain any advertisements of content that is primarily intended to advertise or promote products of services, multiple hyperlinks to advertisements, competitors' website links, spam or affiliate marketing pages;
- e. You will ensure that all Work delivered under this Terms of Service comply with the technical delivery specifications provided by us in the Delivery Guide.

**We mutually agree that:**

- a. Each party represents that it is authorized to enter into this Terms of Service on the terms and conditions set forth herein.
- b. Each party represents and warrants that it will not act in any manner that conflicts or interferes with any existing commitment or obligation of the other party and that no agreement previously entered into by the party will interfere with the performance of its obligations under this Terms of Service.

- c. Each party represents and warrants that it shall perform its obligations hereunder in full compliance with any applicable laws, rules, and regulations of any governmental authority having jurisdiction over such performance.
- d. We make no guarantees whatsoever about there being any minimum sales or uses of the Work or regarding any revenue to be earned under this Terms of Service.

#### 15) **How much do I earn?**

We calculate your share of royalties based on the digital list price given by you on the Website, and on the plan you choose upon signing up. You can read the details of the two plans below.

#### 16) **How much do I pay for the service?**

We charge either a share of royalties based on the digital list price given by you on the Website or a fixed fee. You control which plan you choose.

a) **Royalty share:** 10% of the digital list price. We calculate your share of royalties based on the digital list price given by you on the Website. PublishDrive keeps 10% of the digital list price (excluding value-added or any other sales or another type of tax if applicable). Your final royalties will be calculated using the percentage list for each store communicated on the Stores page: <http://admin.publishdrive.com/stores>. Those percentages already include our cut; they refer to the percentage of royalties you'll get.

b) **Monthly subscription:** By purchasing a Monthly Subscription, you agree to an initial and recurring Monthly Subscription fee at the then-current Monthly Subscription rate (available on [website](#)), and you accept responsibility for all recurring charges until you cancel your subscription. You may cancel your Monthly Subscription at any time, subject to the terms of our cancellation policy.

Automatic monthly renewal terms: Once you subscribe, PublishDrive will automatically process your Monthly Subscription fee in the next billing cycle. PublishDrive will continue to automatically process your Monthly Subscription fee each month at the then-current Monthly Subscription rate until you cancel your subscription. We explain how to cancel your Monthly Subscription below at the Section 'What is your cancellation policy?'

For the monthly subscription, you pay the current Monthly Subscription rate, and you accept the limitations of the plan communicated on the website (e.g., the number of books). If you exceed the limitations of the plan, you can ask for a quote specifically designed for you. Fix fees and any credits given to you are non-refundable. PublishDrive communicates in email and/or on the Website if there are more plans available for you on the platform, so you can freely choose the best fitting option for you.

#### 17) **How do I pay for the service?**

Your payment depends on the plan you choose.

**Royalty share:** There is no upfront cost, we deduct our share from your ebook sales. This means that we will pay you the percentage of your royalties communicated on the Website for the different stores.

**Monthly subscription:** you can choose from two options in monthly subscription:

1. you agree that your credit/debit card or ,Paypal account or other payment method selected will be charged immediately when you switch to this model or when your paid subscription starts. Your payment will be recurring, so your fee will be charged on the first day of every month. Fix fee payments are non-refundable.
2. There is no upfront cost, you agree that we deduct the Monthly Subscription fee from your ebook sales.

**18) How can I change plans?**

It is okay to change your mind, so you can change your plan anytime. If you upgrade to the subscription anytime during the calendar month, it will be effective immediately, meaning that your royalties will be calculated with the subscription royalty rates in the given month. You have to give your card or Paypal details and you will be charged with the subscription fee to activate the plan. If you downgrade to the royalty share plan, it will be effective from the next calendar month.

**19) What is your cancellation policy?**

You can cancel your subscription anytime, but it will take into effect in the following calendar month. You can cancel your subscription by downgrading to the royalty share model. You can withdraw your titles at any time without prior notice. Drop us an email at [support@publishdrive.com](mailto:support@publishdrive.com), if you need to delete your account.

**20) What if I do not pay to you?**

If we do not receive payment from your credit card provider or if your credit card expires or gets rejected, you agree to pay all amounts due upon demand. Following any such non-payment, we may require you to provide a valid credit card before continuing to use the Services. We may decide to terminate the service provided to you.

If you are in the subscription model and you do not pay the fee, we are eligible to deduct the subscription fee from your royalties and/or keep your books on sale until we cover the subscription fee.

You authorize us to charge outstanding fees and other amounts due us against any credit card you have on file with us. We reserve the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies.

If your account is more than 30 days past due and is forwarded to a collections agency, you will additionally be liable for any recovery fees charged by the agency. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership, overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 90 days after they first appear on your credit card statement. If you do not bring them to our attention within 90 days, you agree that you waive your right to dispute such problems or discrepancies. We may do an audit process on all outstanding fees quarterly. We may

modify the price, content, or nature of the Services at any time, but we may provide notice of any such changes by email, on the notice board within PublishDrive or by publishing them on the Website.

**21) How does the free trial work?**

It is simple! If you are a new user, you may be eligible to use the subscription model for a full calendar month for free. During the free trial, all features will be made available, but your card won't be charged. We'll have to hold a valid payment option for the free trial to start. Your card might be charged during upon card check with a small amount, but this will be reimbursed to you immediately. Your subscription will start immediately once your free trial has finished. You are eligible for a free trial month once only. See Termination Policy in the last clause.

**22) How can I get a refund?**

Your subscription payment is non-refundable. If you receive any gift credits, they are non-refundable, and they cannot be exchanged for other purposes.

**23) How do I receive payments?**

- a. We will make payments to you (by ACH, wire or electronic transfer, Paypal or similar entity) when the amounts credited to you exceed the threshold amount of 5 USD (the "Threshold Amount"). Payments will occur within one (1) month from the date that you receive your monthly earning report. We may also elect, at our sole option to make payments to you at such other times as we deem appropriate, even if you have not met the Threshold Amount. We are constantly looking for the best payment options. The current payment terms can always be found here: <https://publishdrive.zendesk.com/hc/en-us/articles/115003160453>. If the amount does not exceed the Threshold Amount, the Company has the right to hold back the transaction until it exceeds it. Publisher is responsible for any fees (e.g., wire transfer and other fees, charged by Publisher's bank or any intermediary banks). Publisher shall provide the Company with correct and actual banking information of the Publisher. Otherwise the Company has the right to withhold payment until the next payment circle.
- b. We can withhold royalties and offset them against future payments based on taxation law. Our exercise of these rights does not limit other rights we may have to withhold or offset royalties or exercise other remedies. If we pay you a royalty on a sale and later issue a refund, return, or credit for that sale, we may offset the amount of the royalty previously paid for the sale against future royalties, or require you to remit that amount to us.
- c. In the event that the Company receives notice of any claim, demand, action or suit or other legal proceeding alleging facts inconsistent with your warranties and representations, or in the event that the Company has, in its reasonable business judgment, reason to suspect that your Account has been subjected to and/or involved in fraudulent activities, the Company reserves the right to discontinue posting of monies to your Account and block your ability to otherwise withdraw funds therefrom, until satisfactory resolution and/or explanation of the suspect activities is obtained. To the extent that any fraudulent activities are determined to be caused by your or your affiliates actions or omissions, any costs incurred by the Company (including legal fees and costs) in connection therewith may, in addition to its other remedies, be deducted by the Company from

any monies otherwise payable to you hereunder. Certain Stores may also have policies related to fraud and suspected fraudulent activities, and you agree that such policies shall be binding upon you hereunder.

**24) Payments terms are simple.**

It is your responsibility to notify the Company if your payment method has changed by making the appropriate changes to your Company account settings.

Your royalties will be paid out one (1) month after you receive your sales report. We use a self-billing system to create invoices for publishers.

We welcome publishers from all over the world, but all the Services provided under these Terms of Service are quoted and provided in U.S. dollars unless otherwise indicated.

Signing up, you confirm that PublishDrive is eligible to create an invoice in your name based on sales reports using a self-billing system. You are exempt from any additional costs of billing (posting, tracking, fees of electronic billing, etc.). For the self-billing to work, we will ask you to provide us with legal data according to the laws of your country of origin. If you refuse to give the information in a timely manner or give false or pseudo information, PublishDrive owns the right to refuse the activity of self-billing. We will not issue any payments without a valid invoice.

In replacement of any other auditing rights, you may request a certification from a chartered accountant, once a year at maximum, confirming that PublishDrive has completely and correctly accounted your remuneration from time to time. In case of any deviation amounting to more than 5% at your expense, PublishDrive shall be liable to pay the auditing fees; otherwise, you shall be liable to pay such fees.

**Sales reports:** All accounting details will be available and updated in your Account area on the Website and will be sent to the Publisher every month. Such report will contain all the transactions with the end-customers in all countries and through all the Stores. The usual timing for such report is around the 25th day of the following month.

**Live sales data:** Some Stores provide us with live sales data which is collected for the Publisher in almost real time. This is displayed on the Website with interactive analytics and charts where the Publisher can filter information regarding their Books. Real-time sales data proceeds are estimated and might be incorrect. Only the official earning report contains all the official data regarding Work sales.

**25) Tax Information.**

The Stores are responsible for collecting and remitting any and all taxes imposed on their respective sales of your Work to customers. You are responsible for any income or other taxes due and payable resulting from payments to you by the Company under this Agreement.

**26) We both want your success with as many marketing options as possible.**

We also want your book to become successful, and we would like to help. This is why you will need to agree to the following:

- a. **Names and Likenesses.** You grant to us, during the Term, the right to use and to authorize our Stores to use the names and approved likenesses of, and biographical material concerning any writers, authors, artists, or publishers, as well as Work or publication name, in any marketing materials for the sale, promotion and advertising of the applicable Work, which is offered for sale or other use under the terms of this Terms of Service (e.g., an author, writer, publisher, or artist name and likeness may be used in an informational fashion, such as by textual displays or other informational passages, to identify and represent authorship and publishing credits of the applicable author, writer, or artist in connection with the exploitation of applicable Work).
- b. **Promotion.** You grant to our Stores and us the right to market, promote and advertise the Work as available for purchase or license, as they and we determine in our and their discretion.

**27) We support Appropriate Behavior.**

- a. **Copyright Infringement Policy/DMCA.** If you believe that your copyright or your rights under intellectual property laws are being violated by any content posted on or transmitted through the Website, or products advertised on the Website, please contact us promptly at: <https://goo.gl/forms/PjPHfvU2P6P0aTiR2> so that we may investigate the situation and, if appropriate, remove the offending content and/or advertisements. In order for us to investigate your claim of infringement, you must provide us with the following information:
  - An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
  - A description of the copyrighted work or other intellectual property that you believe has been infringed;
  - A description of where the material that you claim is infringing is located or identified on the Website;
  - Your name, address, telephone number, and e-mail address;
  - A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
  - A statement by you, made under penalty of perjury, that the information submitted to us is accurate and that you are the owner of the copyright or intellectual property or authorized to act on behalf of the owner of the copyright or intellectual property.
- b. **Usage of our name and logo.**

Publisher shall not use the names, service names or trademarks or logos of, or otherwise identify or refer to, PublishDrive in any press releases, publications, websites, reports, studies, publicity, marketing or promotional materials, without the prior, written approval of PublishDrive in each instance, except that Publisher may publicly refer to PublishDrive as the publisher of the Work without any approval of PublishDrive.

- c. **Restrictions on Use of Materials.** The Website and all of its contents including, without limitation, all text, software, software source code, trademarks, logos, designs, images, photographs, audiovisual materials, written materials, graphical “look and feel” user interface, website information architecture, functional site features and layout, and any other form of material (“Website Content”) is owned by us or licensed to us by third parties. The copyright and all other intellectual property rights in all Website Content are owned by us or our licensors. Any rights or licenses of the Website Content not expressly granted by these Terms of Service are reserved. No software from the Website may be downloaded, exported or re-exported in violation of any law, including, without limitation, to countries that are subject to US export restrictions. Your use of the Website Content without written permission of the Website Content owner is strictly prohibited.

**28) PublishDrive’s liability is limited.**

PublishDrive and its affiliates, partners, the stores, and suppliers do not warrant that the site or any part thereof, or any services provided by PublishDrive, will be uninterrupted, or free of errors, viruses or other harmful components and do not warrant that any of the preceding will be corrected. You understand and agree that you use, access, download, or otherwise obtain information, materials, or data through the site or any associated sites or applications, and offer your authorized content via the services, at your discretion and risk, and that you will be solely responsible for any damage to your property (including your computer system, handset or any other device or peripheral used in connection with the site) or loss of data that results from the download or use of such material or data.

Any liability of the parties for loss or damage caused by slight negligence shall be excluded, unless concerning any loss or damage the breaching party is to be held liable for in consequence of non-performance of any essential obligation the fulfilment of which is a basic prerequisite for this Agreement to be implemented duly and properly and on the adherence to which the parties may generally rely (so-called cardinal obligations). In such event, the breaching party shall be liable for those damages to property and such financial losses which are attributable to the respective breach and which could reasonable be anticipated upon execution of this Agreement.

PublishDrive shall not be liable to you for special, incidental, consequential or punitive damages of any nature, for any reason, including, without limitation, the breach of this terms of service or any termination of this terms of service, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if we have been warned of the possibility of such damages.

**29) You agree to indemnify PublishDrive.**

You agree to indemnify, defend and hold harmless the Company, its shareholders, officers, directors, employees, agents, distributors, vendors and affiliates from and against any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees, resulting or arising out of your breach of any of these terms of service.

**30) We have Links to other Websites and Services.**

The Website may include links to other Internet sites maintained by third parties ("Linked Sites"). We provide Linked Sites to you solely as a convenience, and the inclusion of Linked Sites does not imply endorsement by us of the Linked Sites. You access Linked Sites at your own risk, and by accessing them, you leave the Website. Linked Sites are not under our control, and we are not responsible for the contents of any Linked Site.

**31) How a Notice should be given.**

Any notice, approval, request, authorization, direction or other communication under this Terms of Service shall be given in writing and shall be deemed to have been delivered on the delivery date, if sent by electronic mail to the addresses provided by you upon registration on the Website, or as properly updated.

**32) Disclaimers.**

Except as otherwise expressly provided, the Website, the services, and any third-party content, software, services or applications made available in conjunction with or through the Website, are provided on an "as is," basis. We disclaim all warranties of any kind, either express or implied, including without limitation, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that your use of the Website will be uninterrupted or error-free, or that the Website or its server are free of viruses or other harmful elements. Although we endeavor to provide accurate information, we do not warrant or make any representations regarding the accuracy or reliability of information on the Website. Your use of the Website is at your own risk. Neither the Company nor any of its affiliated or related entities or content providers shall be liable to any person or entity for any direct or indirect loss, damage (whether actual, consequential, punitive, special or otherwise), injury, claim, or liability of any kind or character whatsoever based upon or resulting from your use or inability to use the Website or any information or materials provided on the Website. We are not liable for any defamatory, offensive or illegal conduct of any user. You understand and agree that you use, access, download, or otherwise obtain information, materials, or data through the Website or any associated sites or applications, and offer the work via the services, at your discretion and risk, and that you will be solely responsible for any damage to your property (including your computer system, handset, or any other device or peripheral used in connection with the Website) or loss of data that results from the download or use of such material or data. If you are dissatisfied with the Website or any materials on the Website, or with any of these Terms of Service, your sole and exclusive remedy is to discontinue using the Website.

**33) Force Majeure.**

The Company will not be liable to you for any failure or delay in the performance of its obligations under this Terms of Service caused by any event or circumstance beyond its control, including, but not limited to, denial-of-service attacks, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, and labor conditions.

**34) We are independent contractors.**

The parties hereto agree and acknowledge that the relationship between them is that of independent contractors. This Terms of Service shall not be deemed to create an agency, partnership or joint venture, and neither party is the other's agent, partner, or employee.

**35) Waiver.**

Any waiver by either you or the Company of any provision or condition of the Terms of Service shall not be construed or deemed to be a waiver of any other provision or condition of the Terms of Service, nor a waiver of a subsequent breach of the same provision or condition, unless such is expressed in writing and signed by the party to be bound.

**36) Governing Law and Jurisdiction.**

The Website is controlled and operated by the Company from its offices in New York. Although the Website can be accessed from other locations, by accessing the Website, you agree that these Terms of Service shall be governed by and construed by the laws of the State of Delaware, without giving effect to its conflicts of law principles. You also consent to personal jurisdiction in the State of Delaware, for any dispute arising hereunder.

**37) Severability.**

If any portion of these Terms of Service is unlawful, void or unenforceable, the remaining provisions will remain in place.

**38) Assignment.**

The Company may assign its rights and obligations under this Terms of Service at any time to any party. You may not assign your rights and/or obligations under this Terms of Service without obtaining Company's prior written consent.

**39) Entire Agreement.**

The Terms of Service, Privacy Policy, and all additional terms, constitute the entire agreement between you and the Company concerning the Services and the Website and supersede all prior and contemporaneous negotiations, agreements, proposals, and understandings both written and oral, concerning the Website and the Services.

**40) This Terms and Conditions can end.**

But we hope it will not. :)

The term of this Terms of Service will commence when you first access or use the Services or otherwise accept this Terms of Service and will continue, unless and until terminated by either you or us. If you want to delete your account, write an email to [support@publishdrive.com](mailto:support@publishdrive.com) with the following information: (i) your username; (ii) the email address associated with your Account; and (iii) "Termination of Digital Distribution Agreement" in the subject line of the email. Your books will be withdrawn, and your account will be deleted from PublishDrive operations depending on whether you have any unpaid royalties in our platform. We will use your data in compliance with the Privacy Policy (<https://admin.publishdrive.com/privacy-policy>).

If you breach or terminate this Agreement anytime and you do not reach the payment threshold, PublishDrive holds the right to withhold the payment until the expected payout exceeds the threshold of 5 USD. We will pay the remaining royalties via the payment method specified by you and will not cover transfer fees.