

PublishDrive Terms & Conditions

This Distribution Agreement (hereinafter referred to as “**Agreement**”) is made and entered into by and between You (hereinafter referred to as “**Publisher**”) and PublishDrive Kft. a company operating under the laws of Hungary (address: Hungary, 1131 Budapest, Madarasz Viktor utca 13. II/32, registration number: 14-09-315199, EU VAT number: HU23878936, email: support@publishdrive.com), a wholly owned subsidiary of PublishDrive Inc. a corporation operating under the laws of Delaware. This Agreement contains the terms and conditions under which PublishDrive offers the publishing services (hereinafter referred to as “**Service**”) on its Website (hereinafter referred to as „**Site**”).

THE SERVICE OFFERED BY PUBLISHDRIVE THROUGH ITS SITE HAVING THE ADDRESS OF WWW.PUBLISHDRIVE.COM IS ONLY AVAILABLE TO PUBLISHERS WHO PRELIMINARY ACCEPT THE PRESENT TERMS AND CONDITIONS, WHICH SHALL BE EXPRESSLY ACCEPTED BY THE PUBLISHER ON THE SITE DURING THE REGISTRATION BY CLICKING THE „I AGREE” BUTTON. THE TERMS AND CONDITIONS AND ITS AMENDMENTS SHALL ENTER INTO FORCE ON THE DATE OF ITS PUBLICATION. BY STARTING TO USE THE SERVICE AFTER THE PUBLICATION OF SUCH AMENDMENT, PUBLISHER ACCEPTS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE PRESENT TERMS AND CONDITIONS IN FORCE, AS WELL AS THE PRIVACY POLICY (HEREINAFTER REFERRED TO AS “PRIVACY POLICY”) OF PUBLISHDRIVE. THE PRIVACY POLICY IS THE INTEGRAL PART OF THE PRESENT TERMS AND CONDITIONS AND SHALL BE INTERPRETED BY AND IN ACCORDANCE WITH ITS PROVISIONS. THE PRIVACY POLICY OF THE SERVICE IS AVAILABLE HERE: [HTTPS://ADMIN.PUBLISHDRIVE.COM/PRIVACY-POLICY](https://ADMIN.PUBLISHDRIVE.COM/PRIVACY-POLICY)

PublishDrive reserves the right to update or amend all or any part of the present terms and conditions at any time. PublishDrive informs the Publishers about the latest amendment of the terms and conditions by a short notice on the Site. The terms and conditions and its amendments shall enter into force on the date of its publication and by starting to use the Service after the publication of such amendment, the Publisher accepts and agrees to be bound by the provisions of the amended terms and conditions in force. In the event of substantive changes to the terms of this Agreement, the Publisher will be notified by email.

YOU ARE RESPONSIBLE FOR MAINTAINING A VALID E-MAIL ADDRESS ON FILE WITH PUBLISHDRIVE FOR SO LONG AS YOU AVAIL YOURSELF OF ANY SERVICES.

Notice of any material change in connection with the Service (e.g. new distribution channel included) will be sent to you by email at least fifteen (15) days prior to its effective date. If the e-mail you have provided to us is no longer functioning, then, in addition to any other remedies we may have with respect to your Account and use of the Services, we shall be authorized to communicate with you via any other reasonable manner we may choose in our sole discretion, including through notice on the web page through which you access your Account information or via any accounting statement. If the Publisher does not notify PublishDrive its objection in the given 15 days, the change will be effective after 15 days.

I. The conclusion of the Agreement between PublishDrive and the Publisher:

- 1. The process of registration:** The registration shall be completed by the Publisher by filling out the registration form at <https://admin.publishdrive.com/registration>. The registered Publisher shall be exclusively liable for any damages arising from incorrectly and/or inaccurately given data. The registered Publisher is entitled to modify the data given during the registration at any time. The registered Publisher shall complete the registration only once, and doesn't have to do this step subsequently, when entering the Site.

After the completion of the registration the Service provided on the Site can be used, no confirmation e-mail will be sent.

PublishDrive shall not be liable for any damages arising from the disclosure of the registered Publishers' identifier and/or password to unauthorized persons. The registered Publisher can request for assistance from PublishDrive at the support@publishdrive.com e-mail address in case the identifier and/or the password is forgotten, lost or became disclosed to unauthorized persons.

- 2. The conclusion of the Agreement:** The registered Publisher concludes a written Agreement by the use of the Service, the placement of the order, and by the acceptance of the present terms and conditions simultaneously with the Privacy Policy. The concluded Agreement will not be filed and will be concluded only in electronic form in English language and does not refer to any code of conduct. The subject of the Agreement is to provide publishing Services using the literary work, data and information given by the Publisher through the Site.

II. Subject of agreement:

3. PublishDrive is engaged in distributing electronic publications, e.g., e-books, e-magazines, etc., as functional intermediary to third parties (e.g., Apple, Barnes & Noble, Kobo etc.) who will provide such publications to end customers for fee-based download or online access via Internet platforms.
4. Between parties this Agreement is non-exclusive (meaning you have the right to sell your books or media directly), the rights granted by you to us under this Agreement are exclusive with respect to serving as your authorized representative for distributing Your Content to given third party distributors for online redistribution, because online retailers (e.g., iTunes, Barnes & Noble, etc.) will refuse content that may be delivered by multiple parties.
5. Publisher is engaged in publishing the works of several authors by means of various media including, without limitation, in digital form. Publisher is the owner of all publication rights and to the works published by it and also possesses all rights of making such works available to the public. Publisher intends to have such works sold in digital form through PublishDrive in the future as well.

III. Rules of distribution:

6. PublishDrive will maintain a secure hosting environment for the eBooks. Publisher shall work with PublishDrive in good faith to promote Publisher Content's availability on the Online Store. PublishDrive may refuse any content for distribution based on content related issues. PublishDrive may amend content from an editing perspective required for distribution which would not cause any relevant changes in the content.
7. **Digital rights management:** PublishDrive will stipulate within the metadata supplied to distribution outlets the level of 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.
8. **Ownership of rights:** As between the parties and subject to the grants under this Agreement: (a) Publisher owns all right, title and interest in and to the eBooks, Metadata, Cover or Other Images, Publisher's Marks and any and all Intellectual Property Rights embodied in the foregoing (collectively, the "Publisher IP"); Publisher represents and warrants that you have the full right, power, and authority to act on behalf of any and all owners of any right, title or interest in and to Your Authorized Content or Authorized Artwork, and metadata. For the avoidance of doubt, if you are acting on behalf of an author, writer, publisher, or corporation, you hereby represent and warrant to PublishDrive that you are fully authorized to enter into this Agreement on behalf of such author, writer, publisher, or corporation and to grant all of the rights and assume and fulfill all of the obligations, covenants, and representations and warranties set forth in this Agreement. and (b) PublishDrive owns all right, title and interest in and to the PublishDrive Service, PublishDrive's Marks and any and all Intellectual Property Rights embodied in the foregoing. Publisher shall provide an appropriate copyright notice in the Content File, or as reasonably requested by PublishDrive.
9. **Grant of rights:** Publisher grants PublishDrive the non-exclusive and perpetual rights, which shall be revocable in accordance with the present Agreement only, to make the Digital Products publicly available within the Sales Territory and to distribute and have them distributed to end customers. This grant of rights shall in particular include the following rights:
 - a. The right to reproduce the Digital Products, to feed all of them or any part thereof into electronic data bases and networks, and to store them there, and in particular, to make backup copies of them.
 - b. The right to format or convert or adjust the Digital Products – without changing any of their content – and in particular to make such adjustments as required for technical purposes and/or for improving the quality of distribution inclusive of the right to exploit the thus adapted Digital Products within the scope of all and any manner of use provided under this Agreement.
 - c. The right to enable end customers to permit third parties to borrow Digital Products for a specific period of time, i.e., to permit them to use such Products, whereas the original end customer shall not have access to the respective Digital Product during such period of time.
 - d. The right to enable end customers to "read in store" and "read at hotspot", i.e., Resellers shall be permitted to give end customers the opportunity to access the Digital Products in Resellers' shops

or at other locations and within the related communication network, whereas such Products shall not be available on the end customer's terminal unit any longer when he/she leaves the communication network.

10. **Conversion services:** Publisher may order an ebook conversion service (output file: epub) with an upfront fee which is calculated on the Site. Ebook conversion services terms and conditions apply on the Site.
11. **"Most Favourable" Principle:** Publisher shall supply PublishDrive with all Digital Products/Content to be made available by Publisher to third-party dealers, agents, commissionaires, or any other third party entrusted with the dissemination of digital contents. Yet Publisher shall not subject PublishDrive to less favourable conditions than such third parties in respect to the rights of use granted for Digital Products, or to the functionalities, quality and/or usability of Digital Products, or any date to be scheduled for delivery thereof. In case Publisher notifies PublishDrive of a Date of First Publication for any individual Digital Product, such date shall not be scheduled for a point in time after the date from which on one of such third parties will be entitled to publish and distribute the respective Digital Product.
12. **New Digital Products:** Any new Digital Products released by Publisher after the effective date of this Agreement shall automatically be included in the subject matter hereof, and Publisher shall make such Products available to PublishDrive as of the Date of First Publication.
13. **Price maintenance:** By signing this Agreement, the parties acknowledge that e-books are also subject to the book retail price maintenance rules and regulations in certain countries, in particular Germany. For such countries, the maintained Retail Price shall be determined by Publisher. In countries where price maintenance is not applicable, the Retail Price shall be determined by PublishDrive or Reseller based on the suggested retail price given by Publisher.
14. **Pricing:** PublishDrive suggests that ebooks should be sold with an allowance of 30-50 % compared to the physical book version. Publisher may choose any currency on Distributor's Site for pricing, however they should use that currency later on. Publisher acknowledges the fact that different stores may sell Publisher's content on different prices, however PublishDrive always aims to apply the retail price suggested by Publisher. Publisher and PublishDrive agree on the fact that suggested retail price (suggested by Publisher) and the retail price at transactions may differ in terms of exchange rates of chosen currencies. PublishDrive aims to change given currencies of suggested retail prices depending on current exchange rates.
15. **Sales-Relevant Information:** Publisher shall make available sales-relevant information to PublishDrive as early as possible, yet by all means not later than to third-party distributors, agents, commissionaires or other third parties entrusted with the distribution of digital content. Sales-Relevant Information related to the Digital Products in accordance with the PublishDrive Delivery Guidelines, in particular cover image, title, author, publisher, item number (ISBN), maintained or recommended Retail Price, table of contents, and reading samples, all in the most recent version and in electronic form. All related Sales-Relevant Information shall be updated by Publisher immediately as required. PublishDrive and Resellers may use any Sales-Relevant Information for the purposes of describing and promoting the Digital Products.
16. **Use of Site:** Publisher should give all data and files on the Site of PublishDrive on <https://admin.publishdrive.com>. On the Site Publisher can add new works and books to their account and they can schedule price promotions (in three days advanced) as well. Publisher can change/update their book data when it is needed through the Site. Besides Site PublishDrive gives a two-sided communication option through the Help button which is an official way of communication.
17. **Bulk import policy:** Publishing Companies may use PublishDrive's bulk import option. Publishing Company has to meet all bulk upload requirements, otherwise the function will not work. Any special treatment such as sending materials via email and waiting for manual upload by PublishDrive will be charged with 10 USD per ebook upload.
18. **Promotion campaigns:** The parties shall run any promotion campaign. All costs arising during price promotions are borne by Publisher and PublishDrive equally. Price promotions are scheduled only via PublishDrive Site only by authorized person from Publisher at least 3 days before the effective date of the price promotion.
19. **Marketing activity:** PublishDrive is allowed to schedule and implement any marketing actions for works/books in order to increase sales. This activity has to be supported by the Publisher as well with

mutual effort for marketing ebooks on a long term partnership basis. Both parties aim to harmonize their marketing and PR activities in the future.

20. **Promotional codes:** Publisher has the possibility to give away free or promotional DRM protected review copies of eBooks for marketing, galleys, author giveaways or other uses. In case of this need, please contact support@publishdrive.com.
21. **Service providers:** PublishDrive, Publisher, and Resellers are entitled to employ third parties as subcontractors and/or Service providers for performance of their obligations and exercise of their rights under this Agreement, and further, to replace such third parties by others during the term of this Agreement.
22. **Research and development:** Publisher allows PublishDrive to run research and development activities with their content to improve its quality of service.
23. **Master Copy:** Delivery of the Digital Products to PublishDrive be affected by Publisher or its Service provider in the form of a Master Copy in the best possible format available or any other customary format specified by PublishDrive (e.g., epub) through the Site in compliance with the PublishDrive [Delivery Guidelines](#). Publisher agrees that there is no advertising of any competitor organization included in the Master Copy of the Digital Products.
24. **Defects of the Digital Product:** In case of PublishDrive should notify Publisher, in particular due to end customers' complaints, that an individual Digital Product shows certain defects (e.g., poor legibility, incompleteness, or viruses), Publisher shall immediately produce a flawless Master Copy of such Digital Product and shall make such Master Copy available to PublishDrive via the Site.
25. **Warnings:** Prior to any delivery, Publisher shall warn PublishDrive of any contents permitted for distribution within closed user groups only pursuant. (e.g. adult content)
26. **Logos, trademarks:** Furthermore, Publisher shall grant PublishDrive the non-exclusive, perpetual and geographically unrestricted rights for the term of this Agreement to make use of Publisher's logo, company name, and trademarks (if any), to such extent as customary, for promotion of the Digital Products, and to grant Resellers all rights required for this purpose.
27. **Reading samples:** PublishDrive and Resellers shall be entitled to provide end customers with free reading samples of the Digital Products, even in individualized form (e.g., in accordance with specific search words selected by the end customers). In case Publisher should not provide PublishDrive with any reading sample of a Digital Product, PublishDrive or Resellers, respectively, is/are entitled to produce its/their own reading sample of such Digital Product and to make use thereof for promotion of the Digital Products, and further, to permit Resellers to use such reading sample for promotion purposes as above. These samples are usually up to a volume of 10 % of the related Digital Product, however some Resellers (such as Google Play) require a minimum amount of 20% reading sample. Publisher acknowledges that selling through Google Play Books means that works/books are in the Google Books partner program as well where consumers may search inside the book (<http://books.google.hu/>). Publisher shall also be entitled to provide reading samples which shall be obligatory for the purposes of PublishDrive. Publisher allows that 5% of the works/books may be cited for promotional aims, and PublishDrive and Resellers are entitled to make publicly available and distribute reading samples and Sales-Relevant Information online free of charge, in particular via Internet platforms and social networks, e.g., Facebook, Twitter, Google, and via blogs, etc., without any copy protection (also for download). These do not include paid advertisements by any parties.
28. **Sales stop:** If Publisher informs PublishDrive that a specific Digital Product is to be barred from distribution, PublishDrive will inform Reseller at the appointed time, or otherwise immediately. Such information shall – if possible – be communicated to PublishDrive via the Site by granting PublishDrive a reasonable lead time (at least 2 workdays). Publisher understands that some retailers may withdraw the titles in 90 days. Withdrawal of titles does mean that they are removed from sale, however some of the retailers may list the metadata about the books in their catalogue without the option of purchase or reading of the books. PublishDrive shall not be held liable for any delay occurring from any Reseller's or platform's side or resulting from any deadline scheduled by any Reseller or platform for sell-out, depletion, or expiry of a Digital Product. The right to enable end customers to obtain Reloads of the respective Digital Product even after a sales stop shall remain unaffected. Notwithstanding the foregoing, Distributor may maintain archival copies of such eBook solely to permit any authorized continuing access by any End Customer who has purchased a license to that eBook prior to its withdrawal from sale.

29. **Guarantee of sales of ebooks:** PublishDrive makes no guarantees whatsoever about there being any minimum sales or uses of any Digital Literature Products. In addition, PublishDrive may refuse to publish books because of quality issues.
30. **Choose of stores:** Publisher may change its chosen stores in PublishDrive's Web Site on the level of imprint anytime. PublishDrive suggests to Publisher to avoid the frequent change of the stores, so there are no operative issues caused or communicated to the retailers. If Publisher wants to have different stores on a title level, Publisher can add new imprints for the chosen titles.
31. **Change of the possible available stores:** PublishDrive is constantly improving its partnerships with new retailers which are added on PublishDrive's platform. Publisher is informed about the new stores and its terms and they can opt-out for 15 days or anytime after the official announcement of the new stores added. PublishDrive reserves the right to terminate partnerships with stores. These decisions are communicated to Publisher in a written manner.
32. **Unique terms from Google Play store:** In case of Google Play, Publisher considers signing a direct contract with Google Ireland Ltd. (Address: Gordon House, Barrow Street, Dublin 4, Ireland) if the circumstances require about distribution of ebooks and after all, PublishDrive will be a 'Service Provider' for Publisher's content. The account Publishers holds with Google Play will be managed only by PublishDrive, meaning PublishDrive will upload ebooks, schedule and manage promotions, send sales reports and other content management services for Publisher according to the Remuneration terms in this Agreement. If Publisher will change any of the data given in the Publisher's account without the written notification of PublishDrive, PublishDrive bills the double of the profit lost. The revenue amount after the ebook sales to the end customer will be transferred to PublishDrive's account and PublishDrive will transfer the royalty given in this Agreement to the Publisher's bank account.

IV. Remuneration and accounting

33. **Remuneration:** For content resold through our distribution partner network (including iBooks, Kobo and other partners) we will pay you an amount based upon the level of Service you have purchased from PublishDrive. The actual pricing may be found [here](#). PublishDrive receives 10% of digital list price set by Publisher for each book sales. Publisher will receive the royalty listed on the Site by the different stores.
34. **Earning reports:** are sent to/visible for Publisher in every month which contain all transactions for end-customers in all countries and Resellers. The usual timing is around 25th of the following month.
35. **Sales data:** Sales data are collected for Publisher in almost realtime in on the Site with interactive analytics and charts where Publisher is able to filter all information regarding their books. In case of some of the stores there is a possibility to track realtime sales data, meanwhile in case of other stores there is monthly reporting available only on the Site. Realtime sales data proceeds are estimated, the official earning report contains all official data regarding ebook sales.
36. **General accounting terms:** The remuneration amount resulting from such accounting process shall be payable within 60 days from the respective reference date. A self-billed invoice will be issued after publishing sales reports in PublishDrive and the payment from royalties should be transferred to Publisher by the end of the next month. All invoices are in EUR. PublishDrive does not send payments without any valid invoice.
37. Parties agree on the fact that according to the different countries, different terms apply for payments. All payment terms can be found [here](#). If the amount does not exceed the Threshold Amount, PublishDrive has the right to hold back the transaction until it exceeds. All payments due under this Agreement will be made by bank wire transfer or TransferWise transfer in the currency it is chosen in PublishDrive or Paypal. Publisher is responsible for any fees (e.g., wire transfer and EFT fees) charged by Publisher's bank or any intermediary banks. PublishDrive aims to use a service where Publisher has no or very low fees for accepting any money transfer. Publisher shall provide PublishDrive with correct and actual banking information of Publisher using PublishDrive's Web Site, otherwise PublishDrive has the right to withhold its payment until the next payment circle based on the invoicing period. The handling fee of sending payments to wrong bank or Paypal accounts is EUR 70 which will be deducted from the royalties earned by Publisher or requested to pay by Paypal. As between the parties, Distributor is responsible for collecting and remitting all taxes imposed on its sale of eBooks to end customers, but Publisher is responsible for paying all relevant corporate, sales taxes or VAT or other income taxes based on their country of origin.

38. **Self-publishers: Self-publishers are welcome to use PublishDrive's Web Site from countries listed [here](#).** As an Individual, self-employed or registered company Publisher is obliged to arrange and administer all their appropriate taxes, affixes etc. according to their home country's law. Further information may be received at the local tax agency houses.
39. **Self-billing:** Publisher confirms that PublishDrive is eligible to bill Publisher according to law. (self-billing) In this case Publisher exempt from any additional costs of billing (posting, tracking, fee of electronic billing etc.). PublishDrive bills Publisher according to the actual earning reports, which may be tracked through the Site of PublishDrive. However, Publisher acknowledges the fact that they will not issue any invoice related to ebook distribution to PublishDrive because of the self-billing method. In addition, Publisher agrees to give any formal data in PublishDrive which is required for self-billing such as they are allowed to issue invoices according to the law of their country of origin. Publisher may control the data with third party apps. If Publisher refuses to give such information in a timely manner or gives any fraud or pseudo information, PublishDrive owns the right to refuse the activity of self-billing for Publisher.
40. **Payments to PublishDrive:** In consideration of the Services rendered hereunder, you shall pay to PublishDrive any fees which are communicated on their Site. Besides that there are no additional or hidden costs. PublishDrive holds the right that prices are amended from time to time by PublishDrive. It is your responsibility to notify PublishDrive if your payment method has changed by making the appropriate changes to your PublishDrive Account settings. If you do not provide a valid payment method your Services may be disconnected or interrupted. For a listing of PublishDrive's current fees and charges, click here: <http://publishdrive.com/pricing>.
41. **Correction of payments:** To the extent that you owe any amounts to PublishDrive as a consequence of this agreement, PublishDrive shall have the right to deduct all or a portion of such amounts from any Digital Fees otherwise then payable to you. In the event that PublishDrive overpays royalties, such as in cases when fraudulent or unauthorized purchases are charged back to PublishDrive after payments are made, then PublishDrive will deduct the funds owed from monies payable to you hereunder. If the amount owed exceeds your accrued monies, you agree to remit a payment back to PublishDrive within 20 days of notification to adjust the overpayment. In addition, in case of refunds or any other payable to PublishDrive, PublishDrive holds the right to list those titles in their catalogue for sale until the amounts payable are deducted from the royalties earned by Publisher.
42. **Fraudulent activities:** In the event that PublishDrive 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 PublishDrive has reason to suspect that your Account has been subjected to and/or involved in fraudulent activities, PublishDrive 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 PublishDrive (including legal fees and costs) in connection therewith may, in addition to its other remedies, be deducted by PublishDrive from any monies otherwise payable to you hereunder. Certain of PublishDrive's licensees may also have policies related to fraud and suspected fraudulent activities and you agree that such policies shall be binding upon you hereunder.
43. **Copyright infringement:** Publisher grants if there is a misuse of copyrights during distribution, or there is a copyright dispute with the author(s) of the ebooks, PublishDrive is notified immediately. In the event that PublishDrive is presented with a claim of breach of copyright, failure to comply with any third party license requirement or other breach of any of your warranties hereunder, and in its reasonable business judgment is compelled to engage an attorney to respond to such claim, PublishDrive shall - in its sole discretion - have the right to deduct from your Account or charge your credit card up to € 300 to offset the costs of associated legal fees. PublishDrive may decide to deactivate an account with many copyright infringement issues.
44. **Refund:** Publisher acknowledges that customers can withdraw from any purchase and they claim their money back. In that case Publisher can see these transactions as refund ('R') in PublishDrive's earning reports. Publisher is obligated in these cases to validate those cases as negative transactions. There is a "charge-back" refund option from banking institutions where a misuse of debit/credit card is reported (e.g. stolen debit/credit card). This refund is also demonstrated in earning reports as negative transactions. If refunds are more than 20% of the Publisher's overall sales, Publisher aims to improve the quality of the metadata and content of the refunded titles and in the meantime PublishDrive holds the right to withhold the payment with another 60 days, so all refunds may occur.
45. **Auditing:** In replacement of any other auditing rights, Publisher may request a certification from a chartered accountant, once a year at maximum, confirming that PublishDrive has completely and correctly

accounted for Publisher's remuneration from time to time. In case of any deviation amounting to more than 5 % at Publisher's expense, PublishDrive shall be liable to pay the auditing fees; otherwise, Publisher shall be liable to pay such fees.

V. Term and termination of Agreement

46. **Term:** PublishDrive aims to have a long term partnership with Publisher. That is why this Agreement between Publisher and PublishDrive is concluded for an indefinite period of time. Both Party is entitled to terminate this Agreement at least 90 days prior written notice.
47. **Termination for cause:** Both Party has the right to terminate this Agreement for cause in writing.
48. **Exit policy:** PublishDrive aims to have a long term partnership with Publisher. However, PublishDrive understands if Publisher wants to terminate the contract which has its process described here. The termin of the standard agreement between Publisher and PublishDrive is undetermined. If the Publisher breaches or terminates this Agreement anytime and the publisher does not reach the payment threshold, PublishDrive holds the right to withhold the payment until it reaches the payment threshold (50 EUR and PublishDrive does not cover the transfer fees). If Publisher wants to terminate the contract with PublishDrive, Publisher has to write an email to support@publishdrive.com with the request at least 90 days prior written notice to the close of the then-current term.
49. **Confidentiality:** The parties agree to maintain secrecy towards third parties, during the term of this Agreement and for a period of 3 years following termination hereof, with respect to the contents of this Agreement and all information, Sales-Relevant Information, documentation, and data related thereto and not being in the public domain, and shall not make any of such information available to third parties. Either party will make use of any information obtained from the other party within the scope of cooperation for the intended purpose only and shall protect such information with the same care as it would protect its own business secrets.
50. **Liability:** 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.
51. **Force Majeure:** Publisher will not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of Service by any Service providers being used by Distributor to link its servers to the Internet, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party (each a "Force Majeure Event").
52. **Intellectual Property:** Publisher agrees that PublishDrive contains proprietary information and material that is owned by PublishDrive and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of PublishDrive in compliance with these Terms of Service. No portion of PublishDrive may be reproduced in any form or by any means.
53. **Copyrights.** All copyrights in and to PublishDrive are owned by PublishDrive and/or its licensors.
54. **Trademarks.** PublishDrive trademarks, Service marks, graphics, and logos used in connection with PublishDrive are trademarks or registered trademarks of PublishDrive in many countries. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

VI. Account Information

55. **Your Account Information:** In order to access some features of the Site, 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 PublishDrive 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.

56. **Password.** As a registered user of the Services you will have the login information, including a username and password. Your Account is personal and unique to the Publisher, you may add new users to your Account information for your colleagues of the Publisher. As you will be responsible for all activity that occurs under your Account, you should take care to preserve the confidentiality of your username and password, and any device that you use to access the Site. You agree to notify us immediately of any breach in secrecy of your login information. If you have any reason to believe that your Account information has been compromised or that your Account has been accessed by a third party not authorized by you, then you agree to immediately notify PublishDrive by e-mail to support@publishdrive.com . You will be solely responsible for the losses incurred by PublishDrive and others (including other users) due to any unauthorized use of your Account that takes place prior to notifying PublishDrive that your Account has been compromised.
57. **Disclosure of Information.** You acknowledge, consent, and agree that PublishDrive may access, preserve, and disclose your Account information and Your Authorized Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to a claim that any of Your Authorized Content violates the rights of third parties; (iv) to respond to your requests for customer service; or (v) to protect the rights, business interests, property or personal safety of PublishDrive and its employees and users, and the public.
58. **Prohibited use of the Site:** (i) Reproduce, duplicate, copy, sell, trade, resell, distribute or exploit, any portion of the Site, use of the Site, access to the Site or content obtained through the Site, as a result of your being granted permission to upload Your Authorized Content to the Site; (ii) Publish, distribute or disseminate any inappropriate, profane, vulgar, defamatory, infringing, obscene, tortuous, indecent, unlawful, offensive, immoral or otherwise objectionable material or information; (iii) Create a false identity or impersonate another for the purpose of misleading others as to your identify, including, but not limited to, providing misleading information to any feedback system employed by PublishDrive; (iv) Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful, damaging or deleterious software programs; In case of any prohibited use of the Site, PublishDrive is eligible to close Publisher accounts at any time.
59. **Affiliate/referral program:** Publisher may apply for an affiliate partner at PublishDrive by simply inviting others to the Site and Publisher/Partner receives remuneration for its effort.

VII. Final provisions

PUBLISHDRIVE AND ITS AFFILIATES, PARTNERS, LICENSORS, 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 FOREGOING 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 OWN 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.

BY USING THE PUBLISHDRIVE SERVICE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD PUBLISHDRIVE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THESE TERMS OF SERVICE, ANY REPRESENTATIONS OR WARRANTIES MADE BY YOU HEREIN, OR YOUR OTHER IMPROPER, UNAUTHORIZED OR UNLAWFUL USE OF ITUNES CONNECT.

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

61. **Binding Effect.** This Agreement will be binding 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.
62. **Notice.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes on the delivery date if sent by electronic mail to the addresses provided to and by you upon registration with the PublishDrive Site, or as properly updated, or, in the absence of a valid electronic mail address.
63. **Place of performance and jurisdiction:** The agreed place of performance and exclusive jurisdiction for all disputes arising from or in connection with this Agreement shall be London.
64. **Governing law:** This Agreement shall be governed by the substantive law of UK.
65. **Dispute resolution:** PublishDrive shall do its utmost that parties settle any contractual dispute or disagreement existing between PublishDrive and Publisher using the Service out of court in an amicable way. In case the incidental dispute cannot be resolved by negotiation, the ordinary court of the place of performance and the amount of the dispute will be exclusively competent in connection with the dispute arising from the Agreement.
66. **Written form:** This written Agreement shall solely be authoritative. Any amendment or supplement to this Agreement shall be made in writing. The same applies to the present written-form clause.
67. **Severability:** In case any provision of this Agreement should be ineffective or unenforceable as a whole or in part, the remaining provisions shall not be affected. The parties agree beforehand to replace such ineffective or unenforceable provision by an effective and enforceable provision that is apt to accomplish the intended economic purpose of the replaced provision in the best possible manner. The same applies in the event of any loophole in this Agreement.