

# PublishDrive Publishing Assistant Terms and Conditions

Last Modified: May 27, 2024

These Terms and Conditions ("Terms") are entered into by and between you ("Customer" or "You") and PublishDrive Inc. ("PublishDrive," "Company," "we," or "us"). These Terms govern your access to and use of the PublishDrive Publishing Assistant ("Publishing Assistant" or "Service"). By using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Service.

## 1. Introduction

The Publishing Assistant is a framework provided by PublishDrive that helps authors and publishers with various tasks, including but not limited to creating and managing book metadata. This service is available through the PublishDrive platform at <https://assistant.publishdrive.com/>.

## 2. Eligibility

To use the Service, you must be at least 18 years old and capable of forming a binding contract with the Company and not barred from using the Services under applicable law.

## 3. Service Description

The Publishing Assistant framework provides tools for a variety of tasks. One of the primary services currently available is the creation and management of book metadata. This includes the ability to upload book content, generate metadata, and export or use the metadata within the PublishDrive or any other publishing platform.

## 4. AI-Powered Features

Certain features within the Service, such as metadata creation, are powered by artificial intelligence ("AI-Powered Features"). These features include components developed and maintained by PublishDrive and may utilize third-party providers such as OpenAI for specific tasks.

You are solely responsible for any content you input into the AI-Powered Features. The output generated may not always be complete, accurate, reliable, or suitable for your purposes. Please review and verify any information or results generated by AI-Powered Features.

**No Warranty:** We do not warrant the completeness, accuracy, quality, or reliability of the output generated by the AI-Powered Features. We do not guarantee that the AI-Powered Features will be uninterrupted, error-free, or secure. We disclaim any liability for any loss or damage that may arise from the use of the AI-Powered Features. You acknowledge that your use of the generated content is at your sole risk.

**Third-Party Terms:** While OpenAI's API assists in some tasks, it is not solely responsible for generating metadata. By using this feature, you agree to comply with OpenAI's Terms of Use, Privacy Policy, Sharing and Publication Policy, and Usage Policies. To learn how OpenAI uses the data you share with them, we encourage you to read the OpenAI Terms of Use (available here: <https://openai.com/policies/terms-of-use/>) and Privacy Policy (available here: <https://openai.com/policies/privacy-policy/>). In addition to the Terms of Use, you must also agree to and comply with OpenAI's Sharing and Publication Policy (available here: <https://openai.com/policies/sharing-publication-policy/>) and Usage Policies (available here: <https://openai.com/policies/usage-policies/>), when using the metadata created by OpenAI.

## **5. Payment Terms**

**One-Time Payments:** You can prepay for certain Services through Credits. By purchasing service credits ("Credits"), you can prepay for Publishing Assistant services (e.g., metadata creation). Credits purchased by you represent the amount you have paid in advance for the use of Publishing Assistant services. The purchase of Credits is a one-time payment and does not constitute any subscription.

**Checking Credit Balance:** You can check your available Credit balance and history of your spendings in your Account at any time. Please note, however, that your Credit balance is not a stored value account, a digital wallet, or a bank account. Credits are non-transferable and do not constitute or confer upon you any personal property right. Credits cannot be deemed as currency or legal tender and they do not act as a substitute for fiat currency. You can use Credits only in connection with the applicable Publishing Assistant service.

**Refunds:** You can request a refund for the value of unused Credits at any time, subject to processing fees and bank charges, which shall be borne by you. Refunds are only available if the value of unused Credits exceeds the costs of refund. Credits that have been used cannot be refunded.

Transfer Restrictions: You are not allowed to transfer, sell, distribute, or donate Credits, or to use them in any other manner not in consistency with these Terms of Service. In the event of any transfer, sale, distribution, or donation of Credits, or any attempt of these acts, we may suspend or terminate your Credit balance and your use of Services in compliance with the applicable law.

## **6. Content Usage**

Purpose Limitation: The content you upload will be used only for generating the expected output as requested by you and shared with third parties solely to fulfill this request. PublishDrive will never use your content for any other activity.

No AI Training: The content uploaded by customers is never used for AI training activities.

## **7. Customer Responsibilities**

You are responsible for:

- Providing accurate and complete information when using the Service.
- Ensuring that you have sufficient credits to cover the cost of any requested services.
- Complying with all applicable laws and regulations when using the Service.

## **8. Privacy Policy**

Our Privacy Policy governs our use of your data. By using the Service, you consent to all actions we take concerning your information consistent with our Privacy Policy.

## **9. Intellectual Property**

You retain all rights to your content. By using the Service, you grant PublishDrive a limited, non-exclusive license to use your content solely to provide the Service.

## **10. Limitation of Liability**

PublishDrive will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Service.

## **11. Changes to Terms**

We may update and change these Terms from time to time. We will notify you of such changes by posting the modified version on our website and indicating the date it was last modified. Your continued use of the Service after any changes to the Terms constitutes your acceptance of the new Terms.

## **12. Termination**

We may terminate your access to the Service at any time, with or without cause, with or without notice. Upon termination, your right to use the Service will immediately cease.

## **13. Governing Law**

These Terms are governed by the laws of the State of Delaware without regard to its conflict of laws principles.

## **14. Contact Information**

If you have any questions about these Terms, please contact us at [support@publishdrive.com](mailto:support@publishdrive.com).

## **15. Entire Agreement**

These Terms constitute the entire agreement between you and PublishDrive regarding the use of the Service and supersede all prior agreements.

## **16. Severability**

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

## **17. Waiver**

Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of PublishDrive.

By using the Publishing Assistant, you acknowledge that you have read, understood, and agree to these Terms and Conditions.