

PUBLISHDRIVE GENERAL TERMS & CONDITIONS

Last modified: Aug 8, 2019

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 smart standalone products for self-publishing. (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. Whenever you decide to use a Service within PublishDrive, you agree to additional terms and conditions specifically designed for the Service. All of the contracts you agree to are binding in our business relationship.

The PublishDrive team is here for you. It is better to ask than have any doubts or questions left unanswered, so you can reach us anytime via 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 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) How do I start using the Services?

To access the products of the Website ("Services"), 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. No multiple accounts are allowed for the same identity. 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 (like having multiple accounts), or violated our rights or the rights of any third party, or for any other reason, with or without notice to you.

5) What Services can I use within PublishDrive?

Everything self-publishing related! You can always check publishdrive.com to see the current Services. Important to note, that whenever you decide to use a Service within PublishDrive, you agree to additional terms and conditions specifically designed for the Service.

6) **We care about security.**

We store all data securely on our platform. Your data is safe with PublishDrive no matter what Service you decide to use within PublishDrive.

7) **We both protect our own intellectual properties.**

Your intellectual property is yours. PublishDrive's intellectual property is ours.

8) **We handle your data and information under confidentiality.**

PublishDrive will never publish any data about you or your company to a third party or publicly only if you explicitly agree to do that. Only you and anyone who you gave access to your data will be able to see or manage your data. PublishDrive will use your data only to provide Services for you and to improve on the Services provided to you.

9) **Our partnership:**

We love working with newbies, self-publishing pros and/or indie publishers. To have a long-lasting partnership both parties have responsibilities.

You agree that:

- a. The copyright in the Work shall belong to the author or the party that the 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 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;

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.

10) How much do I pay for the service?

You will select the Services you want to use and you will pay based on the Service's terms. PublishDrive offers free tools also what you can access within the Site for free.

11) How do I pay for the service?

You will select the Services you want to use and you will pay by using the payment methods mentioned in the Service's terms.

12) What is your account deletion policy?

You can cancel your subscription anytime based on the Service's terms. Drop us an email at support@publishdrive.com if you want to delete your PublishDrive account.

13) 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.
- 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.
- 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") are 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.
- d. **No Multiple Accounts:** You may maintain only one account at a time. If we terminate your account, you will not establish a new account. You will not use false identities or impersonate any other person or use a username or password you are not authorized to use. You authorize us, directly or through third parties, to make any inquiries we consider appropriate to verify account information you provide.

14) 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 reasonably 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.

15) 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.

16) 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.

17) 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.

18) 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 is 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 the 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.

19) 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.

20) 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.

21) 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.

22) 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.

23) Severability.

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

24) 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.

25) 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.

26) 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 with the following information: (i) your username; (ii) the email address associated with your Account; and (iii) "Termination of PublishDrive's General Terms and Conditions" in the subject line of the email. If you used any services before, they will be deactivated and your account will be deleted from PublishDrive operations depending on whether PublishDrive owns you with any unpaid royalties or you have an unpaid balance to PublishDrive in our platform. We will use your data in compliance with the Privacy Policy (<https://admin.publishdrive.com/privacy-policy>).