

Write On Press Terms of Use

Effective Date: April 10, 2015

THESE TERMS OF USE, AS AMENDED FROM TIME TO TIME ("Terms"), ARE A BINDING CONTRACT BETWEEN WRITE ON E-PUBLISHING, LLC. ("Write On" or "we") AND YOU ("you"). YOU MUST AGREE TO THESE TERMS, INCLUDING THE PRIVACY POLICY BEFORE USING THE WRITEONPRESS.COM WEBSITE (the "Site") OR ANY SOFTWARE, APPLICATIONS, FEATURES OR FUNCTIONALITY AVAILABLE ON THE SITE (COLLECTIVELY, THE "SERVICE"). BY USING THE SERVICE, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

1. DESCRIPTION OF SERVICE; CONDITIONS OF SERVICE; MINIMUM AGE REQUIREMENT

1.1. Description of Service. Write On Press is Write On e-Publishing's production house. We offer production, publication and marketing services to writers for a fee. Write On Press offers multiple channels for the publication, marketing and distribution of original works of fiction and non-fiction. Writers are responsible for understanding the details, rights, and restrictions involved in submission, publication, distribution and/or marketing via any channel they select.

1.2. Conditions of Service. Write On Press offers publishing services for a fee. All fees for services are to be paid in full prior to the completion or delivery of the service. At the discretion of the company, Write On Press has the right to refuse service, the completion of service, or delivery of service if full payment has not been received by the company. Write On Press has the right to exchange service(s) or credit for payment in exchange for limited or full copyrights of work(s) submitted by the writer(s). Submission of work to any of the programs, business channels or promotional efforts of the company by the writer(s) will constitute legal agreement on the part of the writer to the Conditions of Service as specified by this document and the rules and conditions of the program as described on the site or in supplemental materials or communications from the company. In the case of any conflict, the conditions of this document will supersede all others.

1.3. Age Requirement. You must be at least 18 years old to use the Service.

2. MODIFICATIONS TO TERMS

2.1. Procedure. At any time we may change these Terms, which include the Privacy Policy and any other agreement that is incorporated by reference into these Terms. We may notify you of any material change in the Terms by posting notice to the Site for 30 days. Your continued use of the Service 30 days after our notice to you of a change in the Terms means that you have agreed to the amended Terms.

2.2. Your Obligation to Stay Current. It is critical that you keep your email and other contact information correct and updated at all times. In addition, we strongly encourage you to check back regularly to review these Terms at least once every 30 days.

3. CONTENT; MODIFICATIONS TO SERVICE

3.1. Content Protected by Intellectual Property Rights For purposes of these Terms, "Content" means applications, software, text, audio, video, pictures, graphics, music, sound clips, images, likenesses, personal information and works of authorship. Any Content available through the Service ("Service Content") is protected by the intellectual property rights of Write On or its licensors. For clarity, this includes any titles, projects, ideas or assignments that are listed on the Site.

3.2. Modifications. We reserve the right to modify or discontinue, and restrict or block access to, the Service without notice to you.

4. SUBMISSION OF IDEAS

4.1 User Ideas. When you submit ideas, suggestions, synopsis or proposals (collectively, "Ideas") to Write On, you represent, warrant, and agree that:

(a) Your Ideas do not include confidential or proprietary information, you have all necessary rights to submit them to us and that they do not and will not infringe or violate any third party rights of any kind;

(b) If we so choose, we may use and disclose your Ideas in any way; and

(c) We have no obligation to pay or reimburse you for your Ideas or our use of your Ideas. You also acknowledge that:

(i) Write On may have already created, or be in the process of creating, content that may be substantially similar to your Ideas or Work Samples at the time you submit those ideas or samples to us, and

(ii) elements of your Ideas and Work Samples may not be subject to protection under copyright law.

5. PROHIBITED CONDUCT

5.1. You must **not** do, or attempt to do, any of the following, as reasonably determined by Write On, subject to applicable law:

(a) access or use the Service in any way that is not in compliance with any applicable local, state, national or international law (including export laws), contracts, intellectual property rights or constitutes the commission of a tort, or for any purpose that is harmful, or in violation of these Terms;

(b) access, tamper with, "hack", or use services or areas of the Service that you are not authorized to access;

(c) use any robot, spider, scraper or other automated means or interface not provided by us to access the Service or extract data or gather or use information available from the Service;

(d) frame any part of the Service or otherwise make it look like you have a relationship to us or that we have endorsed you or your Content for any purpose except as expressly permitted in writing by us;

(e) impersonate or misrepresent your affiliation with any person or entity;

(f) reverse engineer any licensed software, application or any other aspect of the Service or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Service;

(g) send to or otherwise impact us or the Service (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, "spyware," "adware" or other code that could adversely impact the Service or any recipient; or

(h) take any action which might impose a significant burden (as determined by us) on the Service's infrastructure or computer systems, or otherwise interfere with the ordinary operation of the Service.

(i) use, appropriate, borrow, steal, contribute, or the like, any Service Content (including, without limitation, any titles, assignments, or projects), or any derivations of Service Content, outside the Site or on any other website or service.

6. PROTECTION OF CONTENT

6.1 Limited License by Write On to You. You must respect the intellectual property laws protecting our Service. We grant you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license, under the rights Write On has in the Service Content, to privately display and perform the Service Content on your computer.

6.2 Reservation of Rights. On its own behalf and the behalf of its licensors, Write On reserves all rights in the Service Content not expressly granted in this Section 6. Except as expressly stated in this Section 6, you may not reproduce, distribute, modify, publicly perform or display, or prepare derivative works of any Service Content, without prior written consent from Write On or other third-party owner of the rights in that Service Content (if any). Write On, its affiliates and licensors own all right, title and interest in and to the Service and the Service Content.

7. PRIVACY POLICY

7.1. Please see our Privacy Policy. Our Privacy Policy is part of, and incorporated into these Terms. We reserve the right to contact you about these Terms or any Content or activities relating to the Service.

8. TERMINATION OR CANCELLATION

- 8.1 Right to Terminate. Notwithstanding anything in these Terms to the contrary, we may, at any time, without notice to you, terminate your access to the Service or block your access to the Service if we believe in our sole discretion that you may have violated these Terms or have otherwise engaged in any activities that may harm or damage the reputation, rights, person, or property of Write On, our users, or any other person.
- 8.2 Notice of Termination. If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Site or by sending a communication to any address (email or otherwise) that we have for you in our records.
- 8.3. Effect of Termination. Upon termination of the Service, these Terms will also terminate between you and Write On, except that the following provisions survive the termination: Section 10 "Indemnification," Section 11 "Disclaimer of Warranties," Section 12 "Exclusion of Damages; Limitation of Liability," and Section 15 "Additional Terms" and the Privacy Policy.

9. ADVERTISING AND LINKS; TRANSACTIONS WITH THIRD PARTIES

- 9.1 Advertisements and Links. The Service may contain advertisements, offers, or other links to websites of third parties that we do not control. Advertisements and other information provided by third parties may not be wholly accurate. We are not responsible or liable for (i) the availability or accuracy of such sites or advertisements; or (ii) the content, products or services available from such sites. The inclusion of any link on the Service does not imply that we endorse the linked site. You use the links at your own risk. Write On's Privacy Policy is applicable only when you are on our Site. Once you link to another website, its privacy statement applies to any personal information you supply. Write On reserves the right to include marketing links within the published content owned by Write On. If Write On holds temporary or permanent copyright to any material whether the original creation of the company or as a result of a writer submission, Write On may, at the sole discretion of the company, include marketing messages, affiliate links, or advertising in the front or end matter of any Write On Press Publication.

9.2 Transactions with Third Parties. Your transactions and other dealings with third party merchants or advertisers that are found on or through the Service, including "click to purchase," "co-registration," and other similar programs, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser.

10. INDEMNIFICATION

10.1. You agree to hold Write On and any subsidiaries, affiliates, officers, directors, members, employees, agents, attorneys, and suppliers, and each of their respective successors and assigns (collectively, the "Indemnified Persons"), harmless from, and indemnify them for, all damages, costs, expenses and other liabilities, including reasonable attorneys' fees and expenses, relating to any claim arising out of or related to:

- (i) your access to and use of the Service; and
- (ii) your violation of these Terms, and any applicable law or the rights of another person.

11. DISCLAIMER OF WARRANTIES

11.1. WRITE ON PROVIDES THE SERVICE "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE OR THE INFORMATION OR CONTENT INCLUDED IN THE SERVICE. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, SECURE, OR TIMELY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING, TRADE, USAGE OR PERFORMANCE. SOME JURISDICTIONS DO NOT ALLOW

LIMITATIONS ON IMPLIED WARRANTIES, AND THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WE URGE YOU TO KEEP BACKUP COPIES OF YOUR PERSONAL CONTENT, IF ANY, THAT YOU MAINTAIN ON OR USE WITH THE SERVICE. IF YOUR USE OF THE SERVICE RESULTS IN THE NEED FOR SERVICING OR REPLACING PROPERTY, MATERIAL, EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR ANY RESULTING COSTS OR DAMAGES.

12. EXCLUSION OF DAMAGES; LIMITATION OF LIABILITY

12.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NONE OF THE INDEMNIFIED PERSONS ARE LIABLE TO YOU OR ANY OTHER PERSON FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, STATUTORY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF PRIVACY, LOSS OF GOODWILL OR ANY OTHER LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY.

13. AGREEMENT TO ARBITRATE

13.1. FOR CONTRIBUTORS WHO ARE UNITED STATES OR CANADIAN RESIDENTS:

13.2. THIS AGREEMENT WILL BE INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF TEXAS, EXCLUDING THOSE LAWS THAT WOULD GIVE EFFECT TO THE LAWS OF A DIFFERENT JURISDICTION. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY BINDING ARBITRATION IN A PROCEEDING ADMINISTERED BY JAMS PURSUANT TO ITS RULES

AND PROCEDURES (see: <http://www.jamsadr.com/rules-download-rules/>). THE ARBITRATION PROCEEDINGS WILL TAKE PLACE AT A UNITED STATES JAMS RESOLUTION CENTER, THE LOCATION OF WHICH WILL BE DETERMINED BY WRITE ON. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

13.3. ALLOCATION OF FEES AND COSTS: NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE JAMS ARBITRATION RULES AND PROCEDURES, IN THE EVENT THAT YOU COMMENCE ARBITRATION AGAINST US, WE WILL REIMBURSE YOU FOR ANY JAMS FEES PAID BY YOU IN EXCESS OF TWO HUNDRED AND FIFTY U.S. DOLLARS (\$250) DURING THE ARBITRATION PROCEDURE.

14. NOTICES AND CONTACT INFORMATION

14.1 Except as otherwise provided in these Terms, we will give you any notices by posting them on the Site. You also authorize us to send notices (including notice of subpoenas or other legal process, if any) via electronic mail to the email address that we have on record for you. You must check the Site for notices, and you will be considered to have received a notice when it is made available to you by posting on the Site or when sent by us via electronic mail, whether or not received by you. We may provide notice to any email or other address that you provide to us. You must keep your address current and any notice sent by us to the address that you have most recently provided is effective notice. You must send us any legal notice by faxing it to our fax number for Legal Notices which is:

Write On E-Publishing, LLC.

Attention: Legal Department

972-293-6539

If you believe that any Service Content infringes on your intellectual property rights, please send us an email at legal@woepub.com.

15. TEXAS LAW; ONE YEAR TO BRING CLAIMS; ADDITIONAL TERMS

15.1 Agreement to Conduct Transactions Electronically. All of your transactions with or through the Service may, at our option, be conducted electronically from start to finish. If we decide to proceed non-electronically, those services will still be governed by the remainder of these Terms unless you enter into different terms on a form provided by us. If the law allows you to withdraw this consent or if we are ever required to deal with you non-electronically, we reserve the right to charge or increase fees and you agree to print or make an electronic copy of the Terms and any other contract or disclosure that we are required to provide to you.

15.2. Compliance with Laws. You are responsible for compliance with applicable local laws. Access to the Service and/or Service Content by certain persons or in certain countries may not be legal.