

## **WEbook Terms of Use and Member Agreement**

PLEASE READ THIS AGREEMENT CAREFULLY.

Your registration as a Member of the WEbook website constitutes acceptance of this agreement and creates a binding legal contract.

### **1. Legal Agreement**

This WEbook Terms of Use and Member Agreement (“Agreement”) applies to all Members of WEbook, Inc.’s website (the "Site") and is a binding, legal contract between each Member of the Site (“Member” or, as appropriate, “you” or “author”) and WEbook, Inc. ("WEbook").

Members cannot be under the age of 13. By entering into this Agreement, you represent and warrant that (i) you, the prospective Member, are at least 18 years old; or (ii) you are the parent or legal guardian of a prospective Member who is between the ages of 13 and 18 and that you are entering this Agreement on behalf of that prospective Member.

By registering on the Site, you accept the terms and conditions of this Agreement, and you warrant and represent that you have the legal capacity to enter into this Agreement.

### **2. Definitions of Basic Terms**

“Member” or “you” means a person registered to use the Site.

“Personal Information” means (i) information about Member provided to WEbook in connection with registration on the Site; and/or (ii) Personal Information you place, post, or make on the Site about yourself. Personal Information may include but is not limited to any information that could be used to identify you.

“Privacy Policy” means WEbook’s Privacy Policy available [here](#).

### **3. Content**

A primary goal of the Site is to enable Members to develop Content into publishable works under a system that may include the creation of ideas for book projects, feedback from Members on books in progress, ratings and voting by Members on books proposed for publication by WEbook, creation and development of ideas for potential book projects on the Site’s forums, etc.

“Content” means any work of authorship or other form of expression made or placed on the Site, including but not limited to text, treatments, ideas, refinements, suggestions, storyboards, books, essays, comments, feedback, editorial comments, votes, ratings,

reviews, contributions and input of any kind, all other substantive contributions and input, images, photographs, graphics, information, data, and software. Content includes but is not limited to all modifications of and revisions to Content that was previously made or placed on the Site.

For all Content made, placed, or posted on the Site by Member, and for all Content assigned to Member under section 8.C of this Agreement, and for all revisions or modifications to such Content, Member grants to WEbook the Archival License set forth below in Section 8.B of this Agreement.

#### **4. Types of Works**

A “Work” is any book project on the Site, including all SAWs, CCWs, and ANTs. There are three types of Works:

##### **Single Author Work**

A “Single Author Work” (“SAW”) is a Work that has one author.

##### **Continuous Cooperative Work**

A “Continuous Cooperative Work” (“CCW”) is a Work that (i) has more than one author; and (ii) is not an ANT. CCWs are “joint works” under the U.S. Copyright Act.

All CCWs will have a “CCW Project Leader,” who will be (i) the Member who originates the CCW project with a call for authors or otherwise; or (ii) when WEbook initiates the CCW with a call for authors or otherwise, the Member or other person assigned by WEbook.

A SAW can transition to a CCW. By way of example only, the author of a SAW may write two chapters of a SAW and then seek contributions from other Members who will become authors of the Work. At that point, the SAW author must agree to the new status of the SAW as a CCW.

##### **Anthology**

An “Anthology” (“ANT”) is a Work that (i) consists of a collection of singular literary works (e.g., poems, short stories, recipes, etc.) published in a single volume; (ii) has more than one author; and (iii) is not a SAW. An anthology with one author is a SAW and not an ANT.

ANTs are also referred to as “Collections” on the Site.

For purposes of this Agreement, the singular literary works that may comprise an ANT (e.g., poems, short stories, recipes, etc.) are referred to in the remainder of

this Agreement as “essays or other sections or units” regardless of the specific type or nature of the singular literary work.

ANTs are “collective works” under the U.S. Copyright Act.

All ANTs will have an “ANT Project Leader,” who will be (i) the Member who originates the ANT project with a call for authors or otherwise; or (ii) when WEbook initiates the ANT with a call for authors or otherwise, the Member or other person assigned by WEbook.

A SAW can transition to an ANT. By way of example only, the author of a SAW may write two essays of a SAW and then seek contributions from other Members who will become authors of the Work. At that point, the SAW author must agree to the new status of the SAW as an ANT.

Termination and Transfer of Role of Project Leader

A Project Leader of a Work can transfer the title and responsibility by designating another Project Leader. If a Project Leader’s Membership on the Site terminates, or if a Project Leader ends his/her participation with a particular Work or project without transferring Project Leadership, WEbook reserves the right to designate a new Project Leader. In all such situations, the new Project Leader will be subject to the decisions of the previous Project Leader regarding the Work and/or project, and all such decisions will remain binding on the Work or project and the Members involved with the Work or project.

## **5. Stages of a Work**

There are two stages of a Work, the Writing stage and the Voting stage.

### **Writing Stage**

The first stage of a Work is the “Writing” stage, which begins when a Work is initiated or placed on the Site and ends when the Work is subjected to the Voting stage. A Work can go from the Voting stage back to the Writing stage. If so, the Writing stage resumes for such Works.

For all Content made, placed, or posted on the Site during the Writing stage by Member or assigned to Member under section 8.C of this Agreement, the Member grants to WEbook the Site License set forth in section 8.A of this Agreement. As each such Member adds, deletes, or modifies Content during the Writing stage (“Content Modifications”), the Member continues to grant to WEbook the Site license set forth in section 8.A with respect to both the Work and all Content Modifications.

### **Feedback**

“Feedback” means all Content to or about a Work that (i) is made or placed on the Site by a Member in the Writing stage; and (ii) is not in the “Start Writing” window for a work. By way of example only, Feedback includes Content placed on the Forums or in a Give Your Feedback field, as well as Content made in connection with rating other Content.

### **Placement of Feedback on the Site Does Not Establish Authorship**

Member agrees and acknowledges that posting, placing, or making Feedback on the Site does not establish authorship of a Work regardless of the content or nature of the Feedback. Accordingly, Member acknowledges and agrees that, by virtue of placing Feedback on the Site, Member (i) is not and does not intend to become an author or co-author of a Work; (ii) has no right or intention to determine whether or how Member’s Feedback is incorporated or used in a Work; (iii) has no right or intention to be credited or attributed as an author or co-author of a Work; and (iv) has no right or intention to be identified as an author in a copyright registration for the Work.

### **Assignment of Feedback**

Each time a Member posts, places, makes, or modifies Feedback on the Site, the Member immediately assigns all rights, title, and interest in and to the Feedback as follows:

- For SAWs, Member assigns the Feedback under the assignment set forth in section 8.C of this Agreement to the author of the SAW.
- For CCWs, Member assigns the Feedback under the assignment set forth in section 8.C of this Agreement collectively and equally to all co-authors of the CCW.
- For ANTs, under the assignment set forth in section 8.C of this Agreement, Member assigns the Feedback applicable to each particular essay or other section or unit of the ANT to the author of that particular essay or other section or unit.

In each case and for all other purposes of this Agreement, the author or authors who are assigned Feedback under this section of the Agreement are collectively referred to as “Assigned Authors.”

For all Feedback assigned to Authors in this section, each Assigned Author grants to the assigning Member the Creative Commons License to Member set forth in section 8.E of this Agreement.

## Assignment of Messages from Member(s) to Member(s)

To the extent a message sent on or via the Site from one Member to another Member contains Content that is ultimately incorporated into a Work, the Member who wrote the Content assigns that Content to the Assigned Authors under the assignment set forth in section 8.C of this Agreement.

### **Voting Stage**

The “Voting” stage is when Content is voted on by Members for potential publication by WEbook. The Voting stage begins when a SAW or CCW, or an ANT or part of an ANT, is submitted for Voting.

Voting will be based on a five-point scale. WEbook reserves the right to revise the scale and adjust the pending scores to an equivalent point on the new scale.

The author of a SAW has sole and exclusive discretion to determine when and if the SAW is submitted to Voting.

The Project Leader of a CCW has sole and exclusive discretion to determine when and if the CCW is submitted to Voting.

The Project Leader of an ANT has sole and exclusive discretion to determine (i) when and if the ANT is submitted to Voting and; (ii) which particular essays or other sections or units of the ANT are submitted to Voting.

For all Content placed on the Site related to a work during the Voting stage (including reviews of a work), Member grants to WEbook the assignment set forth in section 8.C of this Agreement.

## **6. Publication**

Generally, WEbook will consider publishing Works that are voted in the top 10% of all considered Works on the Site. However, WEbook reserves the right to depart from this measure for Works that, in WEbook’s sole discretion, are otherwise worthy or not worthy of publication.

When WEbook decides to publish a Work, WEbook will contact the author(s) and, as appropriate, the Project Leader for the Work, about a publishing contract for the Work.

For purposes of this Agreement, “Publish” means publication of a Work or part of a Work in or as a book, an electronic book, a digital book, a magazine, a journal, a downloadable or electronically transferable file(s), print-on-demand publication, an audio-book, online, a format that can be used with products such as Amazon’s “Kindle”

or Sony's "Reader" (or any other device created in the future), and in any other manner that exists now or in the future that enables humans to read, hear, or view the Work.

## **7. Royalties and Other Compensation for Works Published by WEbook**

### **Compensation from WEbook to Author(s)**

Although the parties will have to negotiate a publishing contract with a variety of other terms, WEbook agrees that, for all Works published by WEbook, WEbook will pay the author(s) and Project Leader of the Work a "Member Royalty Allocation," which means a total of 50% of the total Net Profit (as defined below) for a particular calendar quarter. The Project Leader for a Work at the time a publishing agreement is signed for the Work is the only Project Leader entitled to any compensation for and from the Work.

For CCWs, WEbook will (i) first pay the CCW Project Leader 20% of the Member Royalty Allocation; and (ii) then pay each author (including the Project Leader if the Project Leader is an author) a pro rata share of the remaining Member Royalty Allocation, which will be calculated by dividing the remaining Member Royalty Allocation by the total number of authors of the Work in its final, published form.

For ANTs, WEbook will pay the ANT Project Leader 10% of the Member Royalty Allocation. WEbook will then pay each author (including the Project Leader if the Project Leader is an author) a pro rata share of the remaining Member Royalty Allocation, which (i) will be calculated by dividing the remaining Member Royalty Allocation by the total number of essays or other sections or units in the ANT in its final, published form; and (ii) will be payable to each author pro rata based on the number of essays or other sections or units written by each author.

"Net Profit" for Copies of a Work: "Net Profit" for a Work means all monies actually received by Publisher from Publisher's sale of Copies of a Work published by Publisher less the cost of producing the Copies of the Work; the cost of shipping the Copies when the shipping cost isn't paid by the purchaser; direct marketing expense; any applicable taxes; bad debt; returns; a 10% administrative and operational cost; and commission expenditures incurred by Publisher in making or deriving from such sales, licensing transactions, or other business dealings. "Copy" means a complete, single electronic or physical unit of a Work sold at a wholesale or retail price by Publisher to a reseller or consumer. To avoid doubt, "Copy" does not include units of a Work that Publisher distributes, gives away to Author or a third party, or otherwise provides or uses for advertising, review, sample, promotional, publicity, demonstrations, or other marketing or business development purposes.

## **Compensation from Author(s) to Other Members for Works Published by WEbook**

Member authorizes the author of a SAW or the Project Leader of a CCW or ANT to determine, in the Project Leader's sole discretion, whether to distribute a portion or percentage of the total Member Royalty Allocation (or other monies received by the author(s) of a Work from a third-party publisher) to Member(s) who provide Feedback to a Work, as published in its final form. Members who are authors of a CCW or ANT agree to be bound by all such decision(s) of a Project Leader. Additionally, Member agrees and acknowledges that all such decisions are made by a Project Leader(s) and any resulting obligation to Member(s) are part of a private contract between the respective Members, author(s), and Project Leader(s). Member agrees and acknowledges that WEbook is not and will not be party to any such private contracts. Member further agrees and acknowledges that WEbook will not have any obligation or liability to Member as a result of any such private contracts or otherwise in connection with monies allegedly due Member(s) for the provision of Feedback.

### **8. Terms of Above-referenced Assignments and Licenses**

#### **A. Member's Site License to WEbook**

Member grants WEbook a non-exclusive, worldwide, unlimited license to copy, display, render, distribute, transmit, store, and otherwise use the Content covered by this section for all purposes associated with WEbook's operation of the Site and WEbook's business (the "Site License").

The Site License is irrevocable unless and until Content covered by the Site License is removed from the Site in accordance with section 9 of this Agreement.

#### **B. Member's Archival License to WEbook**

Member grants WEbook a non-exclusive, irrevocable, worldwide, perpetual license to store and maintain one or more copies of all Content (and additions, modifications, and revisions to Content) placed by Member on the Site ("Archival License").

WEbook has sole discretion to determine how, when, and where it may exercise and employ the Archival License. WEbook has no obligation to Member to disclose any aspect of how, where, and when WEbook exercises and employs the Archival License.

#### **C. Assignment of Content to Assigned Authors or to WEbook**

For all assignments of Content covered by this section, Member agrees as follows with respect to Assigned Authors or to WEbook (as the case may be depending on the section of the Agreement that refers to this section 8.C):

Member grants, transfers, assigns, and conveys to the Assigned Authors or WEbook, its or their successors and assigns all worldwide, exclusive, and perpetual rights, title, interests, ownership, as well as all exclusive, perpetual, and worldwide subsidiary, derivative, renewal, termination, control, administrative, and transfer rights, in and to the Content.

To enable WEbook or the Assigned Authors to register, maintain, renew, extend, enforce, and protect its rights in the Content, Member hereby irrevocably appoints the Assigned Authors or WEbook as Member's attorney-in-fact with all powers necessary to sign all such documents (including but not limited to the power of substitution). Member shall not at any time take any action contesting or in any way impairing or tending to impair any part of the Assigned Authors' or WEbook's exclusive, worldwide, and perpetual rights, title, and interests in and to the Content.

**D. Assignment of Content from WEbook to Members**

For all "Public Feedback" and "Private Feedback" covered by the previous version of the **WEbook Terms of Use and Member Agreement [version originally posted on April 12, 2009] and subject to the Site and Archival Licenses, WEbook assigns** all such Public and Private Feedback as follows:

- For SAWs, WEbook assigns the Feedback under the assignment set forth in section 8.C of this Agreement to the author of the SAW.
- For CCWs, WEbook assigns the Feedback under the assignment set forth in section 8.C of this Agreement collectively and equally to all co-authors of the CCW.
- For ANTs, under the assignment set forth in section 8.C of this Agreement Member assigns the Feedback applicable to each particular essay or other section or unit of the ANT to the author of that particular essay or other section or unit.

**E. Creative Commons License to Members**

For all Content covered by this section, Assigned Author(s) grant in perpetuity to the Member who assigned Content to the Assigned Author(s) the Creative Commons Attribution – Non-Commercial – No Derivative Works license [hyperlink the green phrase to this location: <http://creativecommons.org/licenses/by-nc-nd/3.0/us/legalcode>] in existence as of

the date the Content covered by this section is assigned to Assigned Authors (“Creative Commons License to Members”).

The license granted in this section is irrevocable unless Member breaches this Agreement or the license itself, in which case the license is revoked immediately upon such a breach.

## **9. Removal of Work from the Site**

Subject to the terms of this Agreement, Member may remove from the Site Content authored by the Member except for Content that is the “Overview” or other synopsis of any project other than a SAW, which shall irrevocably remain subject to the Site License. Likewise, the Archival License shall continue to apply to all Content notwithstanding the Member’s removal of Content from the Site.

## **10. AgentInbox Service**

The AgentInbox service enables Members to use the Site to submit Content (“Submitted Content”) to literary agents who are also Members of the Site (“Member Agents”). By using the AgentInbox service, Member authorizes WEbook to transmit and deliver Submitted Content and all information provided by Member via the AgentInbox service (including Personal Information) to Member Agents.

WEbook will screen Submitted Content to ensure that (i) Member provided accurate information via the AgentInbox service; and (ii) the Submitted Content fulfills quality-control criteria established by WEbook (e.g., WEbook may verify that Submitted Content identified as fiction is, in fact, fiction). WEbook anticipates that most of these criteria will be evident to Member as part of the user-interface for the AgentInbox service, but WEbook has no obligation to disclose the criteria to Member. If information or Submitted Content provided by Member does not meet WEbook’s criteria for AgentInbox, the Submitted Content will not be delivered to a Member Agent, and WEbook will attempt to (but is not obligated to) notify the submitting Member of the reason(s) Submitted Content was not delivered.

Member Agents agree to receive Submitted Content, but Member Agents have no obligation to read, review, or comment on Submitted Content. Member Agents have sole discretion to determine whether, when and how to communicate with a Member who uses the AgentInbox service to deliver Submitted Content. Member Agents agree that opinions and feedback provided via the Site to Members about Submitted Content shall be deemed Feedback under this Agreement.

Member Agents agree not to use Personal Information or Submitted Content provided by other Members via the AgentInbox service for any purposes other than reviewing and evaluating Submitted Content and dealing with a Member about the Member’s Submitted Content. Member Agents agree not to provide Personal Information or Submitted

Content to a third party without the express authorization of the Member who provided the Submitted Content and Personal Information.

All Members (including Member Agents) understand and agree that WEbook is not responsible for or part of any dealings or communication between Members and Member Agents. All such dealings and communications are part private interactions between the respective Member and Member Agent. All Members (including Member Agents) agree and acknowledge that WEbook is not and will not be party to any such private communications or dealings. All Members (including Member Agents) further agree and acknowledge that WEbook will not have any obligation or liability of any kind to Member or Member Agent as a result of (i) any such private communications/dealings; or (ii) otherwise in connection with any claim or allegation that relates to Member's or Member Agent's use of the AgentInbox service.

WEbook makes no guarantee, representation or warranty of any kind relating to the communications, actions or services of the literary agents participating in the AgentInbox service.

## **11. Warranties and Representations and Content Policies**

By uploading Content to the Site, each Member represents and warrants, at all times, that the Content:

- Is (i) an original work of authorship of the Member; (ii) owned by the Member; or (iii) to the extent owned by someone other than the Member, the owner of the Content has expressly authorized and permitted (a) Member to place or post the Content on the Site and (b) all such Content to be published by WEbook or a third party.
- Is not Personal Information about anyone other than the Member.
- Does not violate any copyright, trademark, trade secret or other intellectual property right of a third party
- Does not violate a third party's right of privacy or publicity.
- Does not contain or include material that is unlawful, obscene, defamatory, pornographic, indecent, lewd, harassing, threatening, harmful, abusive, inflammatory, or otherwise objectionable to WEbook.
- Does not include viruses, Trojan horses, worms, time bombs, cancelbots, or any other code or computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any Content, system, program, data, or Personal Information on or that is part of the Site.
- Is not unlawful and does not violate this Agreement or any regulation or WEbook rule or policy.
- Does not breach a duty of confidentiality by which Member is bound due to a contractual or fiduciary relationship (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements)

- Is not “spam.”
- Does not promote or offer fraudulent or unlawful goods, services, schemes, or promotions.
- Is, to the best of Member’s knowledge, true and accurate and will not result in physical harm to any person.

WEbook reserves the right to remove Content that, in WEbook’s sole discretion, violates the representations and warranties above or otherwise violates WEbook’s rules or policies or this Agreement.

WEbook reserves the right and Member agrees that WEbook has the right to suspend and/or ban a Member, at WEbook’s sole discretion, for conduct or Content that violates this Agreement.

## **12. Digital Millennium Copyright Act**

If you are a copyright owner or an agent of a copyright owner and believe that any Content or other content on the Site infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing WEbook’s Copyright Agent with the following information in writing (please consult your counsel and see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

WEbook’s designated Copyright Agent to receive notifications of claimed infringement is and such written notice should be sent to WEbook’s designated Copyright Agent as follows:

Copyright Agent  
DMCA Complaints

WEbook.com  
307 Fifth Avenue, 7<sup>th</sup> Floor  
New York, NY 10016  
Phone: (800) 650-6524  
Fax: (301) 560-8954  
Email: DMCA at WEbook dot com (substitute appropriate symbols for “at” and “dot”)

For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to WEbook’s customer service staff.

You acknowledge that if you fail to comply with all of the requirements of this section of the Agreement, your DMCA notice may not be valid.

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Counter Notice: If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the Content, (i) please consult your counsel and see 17 U.S.C 512; and (ii) you may send a counter notice containing the following information to WEbook’s Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good-faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in New York, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter notice is received by WEbook’s Copyright Agent, WEbook may send a copy of the counter notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the purported copyright owner files an action seeking a court order against the Member who uploaded the objectionable Content, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter notice, at WEbook’s sole discretion.

### **13. Limitation of Liability and Indemnification**

The Site includes contact information for Members to notify WEbook of Content that is objectionable or in violation of this Agreement. However, Member agrees and

acknowledges that WEbook cannot be aware of all such Content at all times. Member further acknowledges and agrees that Member may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and Member agrees to waive and does waive, any legal or equitable rights or remedies you have or may have against WEbook with respect such Content.

In no event shall WEbook or any of its officers, employees, directors, affiliates, shareholders, or agents be liable to a Member or anyone else for special, consequential, indirect, cover, punitive, incidental or similar damages (including, without limitation, lost profits, lost sales, or lost business) directly or indirectly related to or arising out of the this Agreement, the Site, Content on the Site, or activities of other Members or third parties. This paragraph applies even if WEbook or one of its officers, employees, directors, affiliates, shareholders, or agents has been informed or become aware of the possibility of such damages.

**The foregoing limitations apply to the acts, omissions, negligence and gross negligence of WEbook, its officers, employees, directors, shareholders, affiliates, and agents in any claim arising out of contract, tort, or any other legal or equitable doctrine.**

If WEbook is the subject of any claim, allegation, demand, cause of action, suit, or other proceeding based on something Member did in violation of this Agreement, Member agrees to indemnify WEbook for all damages, attorneys' fees, losses, and costs assessed against or incurred by WEbook.

**The Site and all information, content, materials, products (including software) and services included on or otherwise made available to Member through the Site are provided by WEbook on an "as is" and "as available" basis, unless otherwise specified in writing. WEbook makes no representations or warranties of any kind, express or implied, as to the operation of this Site or the information or Content or services included on or otherwise made available to Member through the Site, unless otherwise specified in writing. Member agrees that Member's use of the Site is at Member's sole risk.**

**To the full extent permissible by applicable law, WEbook disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. WEbook does not warrant that the Site; information or Content or services included on or otherwise made available to Member through the Site; WEbook's servers; or e-mail sent from WEbook are free of viruses or other harmful components. WEbook will not be liable for any damages of any kind arising from Member's use of the Site or from any information or Content or services included on or otherwise made available to Member through the Site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.**

**Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to a Member, some or all of the above disclaimers, exclusions, or limitations may not apply to the Member, and the Member might have additional rights.**

#### **14. Personal Information**

It is critical that your Personal Information is accurate. If your Personal Information changes, Member agrees to promptly update Member's Personal Information on the Site. It is Member's responsibility to keep all of your current Personal Information on the Site.

Member will have the opportunity to select a Member ID and Password during the Member registration process. Member is solely responsible in all respects for maintaining the confidentiality and security of Member's Member ID and Password. Member is solely responsible for the activity and Content that occurs under or is placed on the Site under the guise of Member's Member ID. Member agrees to notify WEbook immediately of any unauthorized use of Member's Member ID or Password.

WEbook may refuse to grant Member or require Member to change his/her Member ID or Password if either impersonates someone else, is protected by trademark or other law, is vulgar or otherwise offensive, or for any other reason, at WEbook's discretion.

Member agrees not to use Personal Information of other Members.

#### **15 Operation of Site**

Technical, maintenance and other issues may make the Site unavailable or inoperative from time to time. WEbook makes no commitment, warranty, or guarantee that the Site will (i) operate in a timely, uninterrupted or error-free manner, or (ii) meet a Member's particular purposes. WEbook may also, in its sole discretion, modify the features, availability, operation and/or look and feel of the Site from time to time without notice to Member.

Because computers and other equipment are subject to occasional malfunction, Member agrees that Member will not hold WEbook responsible for any inadvertent damage to, corruption of or destruction of Content. WEbook is not responsible for backing up Content, although WEbook has a license to backup and archive Content. If any Content transmitted to WEbook is damaged, lost or corrupted in any way, WEbook will have no obligation or liability to Member.

Member agrees not to circumvent, disable, reverse engineer, or otherwise interfere with the Site, security features of the Site, or features of the Site that prevent or restrict use or copying of any Content.

Member agrees not to employ a robot, spider or other software, process or device to harvest e-mail addresses or Personal Information, or to monitor activity on the Site.

## **16. WEbook's Intellectual Property**

Except for Content posted to or placed on the site by Member and to the extent provisions of this Agreement apply to such Content, all text, graphics, logos, button icons, photos, scripts, sounds, music, videos, interactive features, images, audio clips, digital downloads, data compilations, and software that is on or used on the Site is the property of WEbook and protected by United States and international laws (collectively, "WEbook's IP"). The compilation of all such content on this site is the exclusive property of WEbook and protected by U.S. and international laws. All software used on this site is the property of WEbook or its software suppliers and protected by United States and international laws.

"WEbook," "writing loves company," "AgentInbox," "911 Writers Block," "Break the Block" and other graphics, logos, page headers, button icons, scripts, slogans, and names are trademarks or trade dress of WEbook (collectively, part of and included in the definition of "WEbook's IP").

Member agrees that Member will not use WEbook's IP (i) without WEbook's express, written, and prior approval; (ii) in connection with any product or service that is not WEbook's; in any manner that is likely to cause confusion among or otherwise mislead consumers; or (iii) in any manner that disparages or discredits WEbook. All other trademarks not owned by WEbook that appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by WEbook.

WEbook reserves all rights with respect to WEbook's IP. Member agrees and acknowledges that WEbook's IP is the exclusive, worldwide property of WEbook. Member will not at any time take any action or make any omission that challenges, diminishes, or threatens WEbook's exclusive, worldwide property of WEbook's IP. Member acquires no right, title, or interest in or to WEbook's IP by virtue of this Agreement or otherwise.

## **17. Term**

This Agreement is effective until terminated. WEbook may terminate or suspend this Agreement immediately for any reason and without prior notice to Member. Member may terminate Member's membership with WEbook by contacting WEbook's customer support with a specific request to do so. Member's request to terminate Member's membership will become effective no later than 30 days after WEbook receives Member's specific request.

This Agreement remains applicable after and survives termination of this Agreement and Member's membership on the Site.

## **18. Amendments and Updates to the Agreement**

WEbook may, in its sole discretion, change the terms in this Agreement from time to time. When the terms are changed, WEbook may (but has no obligation to) notify Member of the change(s) and make a posting on the Site regarding the change(s). Member agrees to review this Agreement from time to time. If Member uses the Site after WEbook has notified Member of or posted a revised or updated version of this Agreement on the Site, Member agrees to be bound by all of the changes and hereby accepts any and all such revised versions of this Agreement.

## **19. Miscellaneous**

This Agreement cannot be amended except as specifically set forth in the Amendments section above.

This Agreement, and any rights and licenses granted under this Agreement, may not be transferred or assigned by Member, but they may be assigned by WEbook without restriction.

No rights provided by this Agreement are lost or diminished because of lack of use of such rights.

Subject to the second and third sentences of this provision, this Agreement constitutes the entire agreement between Member and WEbook concerning the subject matter of this Agreement, and it supersedes and replaces any and all prior negotiations, communications, or proposed agreements, written or oral. This Agreement does not supersede, replace, or modify prior *written* agreements between WEbook and third parties that involve work and/or the creation of content requested by WEbook. All such *written* agreements remain in full force and effect with regard to the subject matter of those agreements.

By completing the registration process and using the Site, Member confirms that Member has the full power and authority to enter into and perform this Agreement. Member also agrees that this Agreement is a legal, valid, and binding contract, and that its terms and conditions can be enforced by WEbook.

WEbook encourages you to print and keep a copy for your reference and to seek the advice of counsel regarding this Agreement.

Every provision of this Agreement is intended to be severable. If any portion of this Agreement is found to be invalid or unenforceable, then such portion will be deemed amended and interpreted, if possible, in a way that renders it enforceable. If such an interpretation is not possible, then the portion will be deemed removed from this Agreement and the rest of this Agreement will remain in full force and effect.

This Agreement is governed by the laws of the State of New York without regard to its "choice of law" provisions.

The Member and WEbook agree that any dispute involving this Agreement that cannot be settled by good-faith negotiation shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The location of the arbitration shall be New York. The arbitration shall be conducted by a single arbitrator with significant experience in the area of copyright law and other significant subject matter of the dispute. The decision of the arbitrator shall be legally binding, shall not be subject to appeal, and shall be enforceable in any court of competent jurisdiction.

If anything happens that is beyond reasonable control of either party (including wars, sabotage, riots, labor disturbance, failure or delay of transportation, terrorist act, severe weather, natural disaster, act of God, etc.), then delays will be expected and performance may be excused. WEbook shall not be responsible or liable for any delay caused by the occurrence of such event.

The Site may contain links to third-party websites that are not owned or controlled by WEbook. WEbook has no control over, and assumes no responsibility for, the content, privacy policies, or practices of third-party websites. WEbook cannot edit the content of third-party websites. Accordingly, WEbook encourages Member to be aware when Member leaves the Site and to read the terms and conditions and privacy policy of each third-party website that Member visits.

Neither this Agreement nor a Member's participation on and contributions to the Site, including the placement of Content on the Site, creates an agency, employee, legal representative, partner, fiduciary, special, or joint venture relationship between Member and WEbook.

This Agreement inures to the benefit of and applies to the Member's and WEbook's successors, assigns, heirs, divisions, subsidiaries, and employees.