

**TEKTIME SRLS UNIPERSONALE  
STANDARD AFFILIATION CONTRACT**

**Version: 1.3 (30 marzo 2019)**

This Agreement (hereinafter the "Agreement") is a binding contract entered into between the natural or legal person ("you", the "Affiliate") identified in your TTL (Tektime Translation Books) account on the website [www.traduzioneLibri.it](http://www.traduzioneLibri.it) ("Portal") and Tektime Srls - Via Armando Fioretti, 17 - 05030 - Montefranco (TR) - Italy ("Tektime"). "Tektime", or "we" or "us" collectively indicate Tektime. This Agreement contains the terms and conditions of your participation in the affiliate program (the "Program") for distribution by us of digital content (collectively, the "Digital Books") or their paper version (collectively, the "Paper Books") or their audio version ("Audiobooks"), produced by users ("Referrals") who will subscribe to our Portal through you. The more generic term "Books" means all versions (Digital Book, Paper Book and Audio Book). The term "Commissions" will mean the amounts calculated as a percentage of the sales of the Books produced by your Referrals, as indicated in Section 7. The term "Publication Date" will mean the date on which the Book will be published and put on the market. This date corresponds to that in which Tektime will assign an ISBN to the book, and write it officially at the Italian ISBN Agency (<http://www.isbn.it/>). Any version of this Agreement written in non-Italian language is provided as a courtesy only; in the event of a conflict between a version written in a non-Italian language and that in Italian, the latter will prevail. Given the importance of this Agreement, it is recommended that you read and examine it carefully.

**1 Acceptance of the Agreement.** You agree to accept this Agreement and to consider the terms contained herein to be binding (a) by clicking I agree or accept if the corresponding option exists or (b) by using the Program or any of its parts. If you do not agree to these terms, you will not be authorized to use the Program. If the Affiliate is a legal person, the natural person accepting this Agreement on behalf of the Affiliate represents and warrants that it has the power to enter into this Agreement, as the Affiliate's authorized representative, as well as to bind the Affiliate to the terms established by the Agreement.

**2 Amendments to the Agreement.** The Program will change over time and the terms of the Agreement will also need to be amended accordingly. We reserve the right to make changes to the terms of this Agreement at any time and at our discretion. We will communicate the changes made by posting the new terms replacing the previous ones on the Portal, also indicating the revision date at the beginning of the document, or by sending an e-mail to the e-mail address indicated by you in the TTL account you have used to join the Program. Changes to the terms of this Agreement will take effect from the date of publication, unless a different date is indicated in the publication of the changes. It is your responsibility to check for updates; Your continued use of the Program following the posting of changes will constitute proof of your acceptance of those changes. If you do not accept your changes, you'll have to stop using the program before they spend thirty days from the date of publication of the changes and do not request deletion of your account TTL. Please note that acceptance of changes may be a necessary condition for continuing to use the Program.

**3 Account and Registration Requirements.**

**3.1 Requirements.** You must have an active Program account to participate in the Program. You declare that you are at least 18 years old (or, if you need to be older, that you are of age in the place where you reside) and that you are able to enter into a legally binding contract. A parent or guardian of a minor can open a TTL account and take the place of that minor Affiliate.

**3.2 Account Information; Ban on Creating Multiple Profiles.** You must ensure that all information

provided when creating your account in the Program - such as your name, address and e-mail address - is correct and accurate and you must keep it current for as long as you use the Program. You can only have one account at a time. If we decide to delete your account, you cannot create a new one. It is forbidden to use false identities, pretend to be other people, or use usernames or passwords that you are not authorized to use. With this document you authorize us to carry out, directly or through third parties, the research we deem appropriate to verify the information you provide on your account. You also authorize us to send you communications relating to the Program and other posting opportunities by e-mail from time to time. This authorization will prevail over any indication you may give us, including through the Portal.

**3.3 Account Security.** You are solely responsible for the protection and confidentiality of your account username and password and you are responsible for any operation performed through your account, whether authorized by you or not. You cannot authorize others to use the Program through your account and you cannot use a third party's account. You agree to immediately notify Tektime of any unauthorized use of your username, password or account.

#### **4 How to register Referral.**

At the time of registration of the Affiliate, the Portal will generate a unique Link for the Affiliate, which will be indicated in the Affiliate's profile and which can be used by the Affiliate to convey Referrals to the Portal. The Affiliate will have the following ways to register Referrals:

**4.1 Invitation .** The Affiliate can invite his Referrals to register, indicating to the Portal only the e-mail address of the Referral. The Portal will send a standard e-mail invitation to the Referral, mentioning the Affiliate who invited him and his relative Link. The Referral can accept the invitation by clicking on the aforementioned Link, or refuse the invitation, simply ignoring the email received.

**4.2 Pre-registration .** The Affiliate may pre-register his Referrals by indicating the e-mail address, name and role (Author, Translator or Narrator) of the Referral to the Portal . The Portal will send an e-mail invitation to the Referral, mentioning the Affiliate who pre-registered him and his relative Link. The Referral can accept the invitation, by clicking on the aforementioned Link, or refuse the invitation, simply ignoring the email received.

**4.3 Links.** The Affiliate may use his personal link to promote registration on the Portal, on his website, in his blogs, forums, etc. and in any internet space at your disposal. The Affiliate may also use the Link on email messages, posts, social networks (Facebook, Twitter, Instagram, Linkedin, Google+, etc.) and so on, always in compliance with the regulations relating to user privacy.

Tektime cannot be held responsible for any illegal activity that the Affiliate will carry out for the promotion of the Program and for the registration of Referrals (SPAM, illegal posts, unsolicited emails, false information relating to the Program, etc.). The Affiliate will be solely responsible for these activities and Tektime will not be in any way involved or involved in the activities carried out by the Affiliate itself.

#### **5 Distribution of the Books.**

Tektime has the exclusive license to use, reproduce, display, market, sell and distribute the Books in all the territories, in all the formats currently known or in the future developed, for the duration established in the individual contracts stipulated with the Referrals. This period is a minimum of five

(5) years starting from the Date of Publication of the Book. This period is called the "**Initial Distribution Period**". After this period, the contracts with the Referral Partner will automatically renew year by year ("**additional Distribution Period**"), unless the Referral Partner or Tektime provide formal notice of termination via e-mail, at least sixty (60) days before the deadline of the "Initial Distribution Period" or at least sixty (60) days prior to the expiry of the "Additional Distribution Period". The "Initial Distribution Period" and the "Additional Distribution Period" will hereafter be referred to solely as the "**Distribution Period**".

## 6 Prices.

**6.1 Price of the Book.** The List Price or Cover Price of the Book is established by the author. The author may change the List Price at any time through the Portal. In this case, the change will take effect within 5 business days. To the extent permitted by applicable law, we reserve the right to determine, in our sole and absolute discretion, the sales price retail of books. We are solely responsible for processing payments, collecting them, requesting refunds and other related customer services and will have full ownership and full control over all data obtained from customers and prospects under the Program. The Price List for some markets will be inclusive of VAT and all other similar taxes are included in the final purchase price of a product ("VAT"). In the event that your Commissions are calculated on the basis of the List Price, the Commissions will be calculated on the basis of the List Price without the VAT applicable to end customers.

**6.2 Currency Conversion.** We are entitled to sell the Book in other currencies. In this case, we will be able to convert the set Price into different currencies (each of which is defined as a "Sales Currency") based on an exchange rate determined by us. We reserve the right to periodically update the converted List Price to reflect current exchange rates. For the purpose of calculating the Commissions, the List Price in the Sales Currency will be converted into Euro and the Commissions will be calculated on the latter.

## 7 Commissions and Payments.

**7.1 Libraries Commissions** The sales and distribution channels, for the work of promotion, marketing and sale of the Books, retain percentage commissions on the List Price of the Book. These fees may vary according to the sales channel, the distribution method and the Territories in which the Book will be sold. In general, the commissions can vary from a minimum of 30% to a maximum of 75% on the List Price excluding VAT where applicable. Furthermore, some sales channels may also apply costs for sending Digital Books in relation to their size expressed in MegaBytes. Tektime will retain a **10% commission** on the sales price of each Book net of VAT.

**7.2 Affiliate Commissions** . The quantification of commissions payable to the Affiliate will be calculated by Tektime and made available in the section "Sales" on the portal. The Affiliate will have a right to receive a commission on each sale of the book equal to **1,25%** of the List Price net of VAT, fees Libraries and any applicable taxes, inclusive of VAT, if applicable.

**7.3 Methods of Payment.** Tektime will report to the affiliate on a monthly basis, in the appropriate section of the Portal ("Sales"), the sales trend of the Books where the copies sold and the relative turnover will be indicated. Tektime, at the end of each month, will automatically generate an invoice request (in the case of a legal person) or a notification request (in the case of a natural person) relating to the Commissions to be paid. The affiliate must approve the invoice or notula and send it to Tektime through the Portal. Tektime, immediately after 60 days from the date of the invoice or notification, will send the payment to the affiliate in the manner

that will have been indicated at the time of enrollment in the Program. In the event that the amount to be paid by Tektime to the affiliate is less than 50.00 Euros, this amount will be set aside and accumulated for the Commissions of the subsequent period until the threshold of 50.00 Euros is reached. Upon exceeding this threshold, the Commissions may be liquidated and payment will be made in the manner indicated at the time of enrollment in the Program. The accounts and payments of proceeds will be made exclusively in EURO. Tektime will not be liable for any losses resulting from changes in exchange rates in other currencies.

**7.3.1 Payment Policies.** We may ask you to provide us with certain information or to register a valid bank account or register a PayPal account on your TTL account to receive commission payments . If you do not register any bank account or any PayPal account, we will not be obliged to make any commission payments . We reserve the right to set different payment policies from time to time, for example minimum amounts for different payment methods and check fees.

**7.3.2 Payment Disputes.** You will not be able to take action or proceeding against us with respect to any report unless you take such action or proceeding within six months of the date of availability of the report. Any such proceedings will be limited to determining the amount of any monies due to us for the relevant accounting periods and your only remedy will be the recovery of such sums, without any interest.

**7.3.3 Compensation, etc.** We reserve the right to withhold and offset Fees against future payments, as set out below. The exercise of these rights by us does not limit any other rights to withhold or compensate Fees or to use other remedies.

- If we pay you Commissions on a sale and subsequently need to make a refund, return or credit note for that sale, we will be entitled to offset the amount of that Commission previously paid for the sale against future Commissions or we may ask you to return that amount.
- Upon termination of this Agreement, we reserve the right to withhold all Fees owed to you for a period of three months from the date they should have been paid to ensure that we are cleared of any refunds or other offsets we are entitled to with respect to the Fees .
- Should we terminate this Agreement as a result of your breach of any representations and warranties made by you, you will lose your right to receive any Fees we have not yet paid to you. If, after we have removed your account, you decide to open another one without our express permission, we will not be required to pay you any Commission through the new Account.

**7.3.4 Taxes.** Tektime (or their affiliates) are responsible for collecting and remitting all taxes applicable to sales of the Books to customers. You are responsible for any income tax or any other tax payable resulting from payments made to you by Tektime under this Agreement. Accordingly, unless otherwise stated, the amounts due to you under this document include all taxes applicable to such payments. Nevertheless, Tektime reserves the right to deduct or withhold from the amounts due to you, any applicable tax provided for by Italian law and by any international agreements between Italy and the country of tax residence of the Author. In this case, these amounts due, reduced by the aforementioned deductions and withholdings, will represent your full payment.

**8 Duration and Term.** The validity of this Agreement will take effect from the moment it is accepted by you and will continue until terminated by you or us. We reserve the right to terminate this Agreement and to prevent your access to the Program at any time. You will be notified after the dissolution. You have the right to terminate the Agreement at any time by informing us of your decision. We also reserve the right to suspend your account in the Program at any time, whether or not you notify us, for any reason at our discretion. Upon termination or suspension of the Agreement, we will report and credit your Fees in the manner specified in Section 7.

**9 Representations, Warranties and Indemnities.** You represent and warrant: (a) that you have the full rights, powers and authorities necessary to enter into and execute this Agreement and that you undertake to comply with all the terms of the Agreement; (b) that you have obtained all rights necessary to exercise the rights granted under this Agreement; (c) to be solely responsible for the determination and payment, to each co-owner and co-administrator of the Commissions in relation to the uses of the respective contents, as well as the respective shares, if any, of any sum due under this Agreement. To the fullest extent permitted by applicable law, you will be required to indemnify, hold harmless and defend Tektime, its directors and employees, its affiliates and its subcontractors and assigns with respect to any loss, claim, liability, damage, action (including reasonable legal fees) arising from any breach of the representations, warranties or obligations set forth in this Agreement. We will be authorized, at our expense, to take part in the resolution of the complaint or legal process by independently choosing our advisors.

**10 Ownership and Control of Tektime / Feedback Channels.** We own all copyrights and all other rights and interests relating to the Program, the Tektime Channels and any materials we use or provide for use in connection with the Book (for example a generic cover image if the Book does not have one). We are solely responsible for and enjoy the utmost discretion with respect to the terms, functions and operations of the Program, the Tektime Channels and related marketing, however our use of the Books will be subject to the terms of this Agreement. Should you decide to provide suggestions, ideas or other feedback to Tektime or any of its affiliates regarding the Tektime Channels or the Program ("Feedback"), Tektime and its affiliates will be free to use and exploit such suggestions, ideas or feedback in any way, without limitations and without the need to give you compensation. This Agreement does not grant you any license or other right in any intellectual property or technology owned or operated by us or any of our affiliates, including, without limitation, all trademarks and trade names. Nothing contained in this Agreement may limit the rights held by us under applicable law or a separate authorization.

**11 Confidentiality.** Without our prior, express and written permission, you may not: (a) make any press release or any other public statement regarding this Agreement or its terms; (b) disclose Tektime Confidential Information (as defined below) to any third party or any employee other than an employee who needs to know such information; (c) use Tektime's Confidential Information for any purpose other than the performance of this Agreement. However, you may disclose Confidential Information Tektime where required by applicable law, provided that: (d) give us prior notice in writing in sufficient time to allow us to try to get a protection order against the disclosure of Tektime Confidential Information or another appropriate remedy; (ii) disclose only Tektime Confidential Information required under applicable law; and (iii) you undertake to a reasonable extent to obtain confidential treatment for any Tektime Confidential Information that you are forced to disclose pursuant to the foregoing. "Tektime Confidential Information" means (1) any information relating to Tektime, its affiliates and their businesses, including, without limitation, information regarding our technology, our customers, business plans, promotional activities and marketing,

financial transactions and other corporate activities, (2) the nature, content and existence of any communication between us and you, and (3) any sales data relating to the sale of Books or other information we provide to you or we make available to you under the Program. Tektime Confidential Information does not include information that (A) is or becomes public knowledge without a violation of this Agreement, (B) you can demonstrate, through adequate documentation, that you already know before receiving it from us, (C) you receive from a third party who has not acquired or disclosed such information through an unlawful or illegal act, or (D) you can demonstrate, by means of adequate documentation, that you have developed independently without any connection with Tektime Confidential Information. Without limiting the survival of any other provision contained in this Agreement, this Section 11 will remain in effect for three years from the date of termination of this Agreement.

**12 Limitation of Liability.** THE PROGRAM IS PROVIDED "AS IS". IN NO EVENT SHALL WE BE HELD LIABLE FOR ANY LOSS OF DATA OR PROFITS, COVERAGE COSTS OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR RELIANCE ARISING FROM OR RELATING TO THIS AGREEMENT OR RELEASE OR OF ANOTHER NATURE, HOWEVER DETERMINED AND INDEPENDENTLY BY THE CRITERIA OF RESPONSIBILITY. IN NO EVENT SHALL OUR LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE AMOUNTS DUE AND PAYABLE BY TEKTIME UNDER THIS AGREEMENT FOR THE PERIOD OF TWELVE MONTHS PRIOR TO THE CLAIM. WE EXPRESSLY REPRESENT THAT WE DO NOT PROVIDE, IN CONNECTION WITH ANY SERVICE, SOFTWARE, CONTENT OR PRODUCT PROVIDED BY US OR ON OUR BEHALF UNDER THIS AGREEMENT, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, EXPRESSLY IMPLIED, THE , FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE AFFILIATE ACKNOWLEDGES AND AGREES THAT TEKTIME CANNOT GUARANTEE THAT DIGITAL BOOKS DELIVERED BY REFERRAL OR ON BEHALF OF REFERRAL ARE PROTECTED FROM THEFT OR IMPROPER USE OR THAT CUSTOMERS COMPLY WITH ALL THE RULES ON THE USE OF CONTENT THAT TEKTIME POSSIBLE MAKE APPLICABLE IN CONNECTION WITH THE USE OF DIGITAL BOOKS, AND THAT TEKTIME SHALL NOT BE LIABLE IN THE EVENT OF THE FAILURE OF ANY SECURITY SYSTEM OR PROCEDURE OR FAILURE TO COMPLY WITH THE RULES ON THE USE OF CONTENT BY CUSTOMERS. TTL IS BASED ON COMPLEX SYSTEMS AND PROCESSES. WE DO EVERYTHING POSSIBLE TO KEEP OUR SYSTEMS AND PROCESSES EFFICIENT AND ERROR-FREE, HOWEVER WE CANNOT GUARANTEE THEIR PERFECT EFFICIENCY AND CORRECTNESS AND WE DISCLAIM ANY LIABILITY RELATED TO SYSTEM FAILURES, OR INTERRUPTIONS OF THE PROCESSES.

**13 Provisions on privacy and the processing of personal data**

The provisions on privacy and the processing of personal data are described in **Appendix A** , which is an integral part of this contract.

**14 Force Majeure.** Tektime cannot be held responsible for any failure or delay in the fulfillment of its obligations, under this Agreement, caused by any event or circumstance beyond its control, including, but not limited to, "denial -of-service ", uprisings, fires, floods, storms, explosions, unforeseeable events, wars, terrorist attacks and events affecting workers.

**15 General Provisions.**

**15.1 Disputes.** Any dispute in any case connected to this Contract will be the exclusive competence of the Court of TERNI - ITALY.

**15.2 Applicable Legislation.** The substantive and procedural laws of the Italian State are applicable to this contract.

## APPENDIX A

### INFORMATION ON THE PROCESSING OF PERSONAL DATA

The user's personal data are used by Tektime SRLS, which is the data controller, in compliance with the principles of protection of personal data established by the GDPR 2016/679 Regulation.

#### **METHOD AND PURPOSE OF DATA PROCESSING**

We inform you that the data will be processed with the support of the following means:

- Information technology
- Mixed - electronic and paper

with the following purposes:

- Fulfillment of the service provision contract
- Fulfillment of tax or accounting obligations
- Data Protection Management
- Promotion of editorial and marketing products

Unless explicitly refused by the interested party, the user's data will also be processed for the following purposes:

- sending of proposals and commercial communications by e-mail or SMS or fax, by both Tektime SRLS and partner companies (optional) ;
- market surveys and statistics, marketing and references on advertising communications (press, radio, TV, internet, etc.), product preferences (optional) ;

**Any refusal to allow data processing could make it impossible to use the service requested by the user.**

#### **LEGAL BASIS**

The provision of data is mandatory for all that is required by legal and contractual obligations and therefore any refusal to provide them in whole or in part may make it impossible to provide the requested services.

The company processes the users' optional data on the basis of consent, i.e. through the explicit approval of this Privacy Policy and in relation to the methods and purposes described below.

#### **CATEGORIES OF RECIPIENTS**

Without prejudice to communications made in compliance with legal and contractual obligations, all data collected and processed may be communicated exclusively for the purposes specified above to the following categories of interested parties:

- Customers and users;
- Consultants and freelancers also in associated form;
- Interested;

Furthermore, in the management of your data, other categories of authorized persons and / or internal and external managers identified in writing and to whom specific written instructions have been provided on the processing of data may become aware of the same .

## TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

Activity name	country
Personal Data Management from User Contracts	United States (Amazon)

### CONSERVATION PERIOD

The data required for contractual and accounting purposes are kept for the time necessary to carry out the commercial and accounting relationship.

The data of those who do not purchase or use products / services, despite having had a previous contact with company representatives, will be immediately deleted or treated anonymously, where their conservation is not otherwise justified, unless it has been validly acquired. the informed consent of the interested parties relating to a subsequent commercial promotion or market research activity. The retention period of such data is: 1 year

### RIGHTS OF THE INTERESTED PARTY

Pursuant to European Regulation 679/2016 (GDPR) and national legislation, the interested party may, according to the methods and within the limits established by current legislation, exercise the following rights:

- request confirmation of the existence of personal data concerning him (right of access);
- know its origin;
- receive intelligible communication;
- have information about the logic, methods and purposes of the processing;
- request the updating, rectification, integration, cancellation, transformation into anonymous form, blocking of data processed in violation of the law, including those no longer necessary for the pursuit of the purposes for which they were collected;
- in cases of consent-based processing, receive their data provided to the owner, in a structured and readable form by a data processor and in a format commonly used by an electronic device;
- the right to lodge a complaint with the supervisory authority.

The above requests should be addressed to Tektime Srls by sending an email to the address: [info@tektime.it](mailto:info@tektime.it)

### OWNER OF TREATMENT OR

The Data Controller of your personal data is **Tektime SRLS Unipersonale** - Via Armando Fioretti, 17 - 05030 Montefranco (TR) - ITALY - VAT number: 01585300559

**This Privacy Policy may undergo changes over time - also related to the possible entry into force of new sector regulations, the updating or provision of new services or technological innovations - for which the user / visitor is invited to consult periodically this page [www.traduzionelibri.it/privacy.asp](http://www.traduzionelibri.it/privacy.asp) .**

L ' Affiliate, lime identified, claims to have received full information under Article 13 of EU Regulation 2016/679 and expresses consent to the use and disclosure of their personal data, for the purposes and duration specified in information. and in particular it expresses or denies consent to data processing for the following purposes:

- Fulfillment of this contract (mandatory consent): [ X ] I accept [ ] I do not accept
- Sending proposals and commercial communications by e-mail or SMS or fax by both of Tektime SRLS and of partner companies: [ ] I accept [ ] I do not accept
- Market surveys and statistics, marketing and references on advertising communications (press, radio, TV, internet, etc.), product preferences: [ ] I accept [ ] I do not accept

Date  
Affiliate Signature