

TEKTIME SRLS UNIPERSONALE STANDARD

CONTRACT FOR DISTRIBUTION OF ORIGINAL BOOKS

Version: 2. 3 (30 March 201 9)

This Agreement (hereinafter the "Agreement") is a binding contract entered into between the natural or legal person ("you", the "Publisher", the "Author" or the "Rights Holder") identified in your TTL account (Tektime Translation Books) on the website www.traduzionelibri.it ("Portal") and Tektime Srls - Via Armando Fioretti, 17 - 05030 - Montefranco (TR) - Italy ("Tektime") which will deal with the sale of your books. "Tektime", or "we" or "us" collectively indicate Tektime.

This Agreement contains the terms and conditions of your participation in the self-publishing and distribution program (the "Program") and distribution by you of digital content (collectively, the "Digital Books") or its printed version (collectively, the "Books Paper People") through the program, indicated in Appendix A. The more generic term "Books" will mean both versions (Digital Book and Paper Book). 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 Publisher is a legal person, the natural person who accepts this Agreement on behalf of the Publisher declares and warrants that he has the right to enter into this Agreement, as the authorized representative of the Publisher, as well as to bind the Publisher 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 publishing 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 you indicated in the account you used to join the Program. Below are the rules regarding when the changes will become effective and binding on you:

2.1 Changes to the Terms of the Agreement other than those indicated in Sections 5.4.1 (Royalty) and 5.5 (Granting of rights). Changes to the terms of this Agreement other than those contained in Sections 5.4.1 (Royalty) and 5.5 (Grant of rights) 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 the changes you have made, you must withdraw your Books from the Program by stopping their distribution through the Program and stop using the Program.

2.2 Changes to the Terms of the Agreement contained in Sections 5.4.1 (Royalty) and 5.5 (Granting of rights). Changes to the terms of this Agreement contained in Sections 5.4.1 (Royalty) and 5.5 (Grant of Rights) will be effective and binding on you after 30 days of posting or, alternatively, from the date you accept such changes, to depending on which event occurs first. You agree to such changes (a) by clicking I agree or accept if the corresponding option exists or (b) by using the Program to make other Books available through the Program. The

changes to the terms of Sections 5.4.1 and 5.5 only apply to Books sold after thirty days from the date the changes are posted, unless the changes are accepted by you first, as indicated above. If you do not accept the changes you have made, you must withdraw your Books from the Program by stopping their distribution through the Program and stop using the Program before thirty days have elapsed from the date of publication of the changes. Please note that acceptance of changes may be a necessary condition for continuing to use the Program.

3 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; in this case, we will stop selling your Books within 5 business days from the date you notify us of the termination of the Agreement. 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. After the termination or suspension of the Agreement, we may fulfill any purchase orders for your Books placed by customers prior to the termination or suspension date and we may continue to keep digital copies of your Books to ensure customers have purchased your Books before of the dissolution or suspension the continuous access to your Books or the possibility to re-download them or to provide any other type of support. The following provisions contained in this Agreement will remain valid even after the termination of the Agreement itself: Sections 1, 3, 5.4, 5.5, 5.6, 5.7, 5.8, 6, 7, 8, 9, 10 and any other provision which, by its nature, must remain valid. All rights in the Books purchased by customers will remain valid even after the termination of the Agreement.

4 Account and Registration Requirements.

4.1 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 be the Book Publisher of that minor.

4.2 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.

4.3 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.

5 Distribution Rights of the Books.

5.1 Delivery, Acceptance and Collection.

5.1.1 Delivery. It is up to you to provide us at your expense with each Digital Book that you wish to distribute through the Program. We will not return any electronic files or content in any other format or media that you deliver to us as part of your use of the Program. You are required to deliver all electronic files free of, and free of, viruses, worms and other potentially harmful or harmful code.

5.1.2 Content Requirements. You must ensure that all content in the Book complies with our Program Content Policies in effect at the time you deliver them to us. If you discover that the content you have submitted to us does not comply with these Policies, you must withdraw it immediately, unsubscribe or republish content that conforms to our Policies by following the procedures set out in the Program for the retirement and republication of the Books. We reserve the right to remove or modify the metadata and product description you provide us with your Book for any reason, including if we verify that it does not meet our content requirements. We may also remove the cover of your Book, in whole or in part, for any reason, including if we verify that it does not meet our content requirements. You may not include advertising messages or other content in any Book intended primarily to advertise or promote products or services. You are responsible for ensuring that all metadata you provide to us are current, complete and accurate. If you discover that you have provided us with inaccurate or incomplete metadata relating to a Book, you must promptly provide us with the correct metadata through the Program's procedures for submitting metadata.

5.1.3 Rejection of a Book. We reserve the right to decide what content to accept and distribute through the Program, in our sole discretion. If we ask you to provide us with additional information relating to your Books, for example information to confirm that you have all the rights necessary to distribute the Books, you are required to promptly notify us of the information requested and to ensure that any information and documentation provided by you in response to this request is up-to-date, complete and accurate. You hereby authorize us to undertake, either directly or through a third party, any checks we deem appropriate to ensure that you have the necessary rights to distribute the Books and that the information or documentation you have provided us with respect to such rights is accurate.

5.1.4 Withdrawal of a Book. You may withdraw your Books from sale through the Program at any time by giving notice five business days in advance and following the Program's procedures at that time for withdrawing or canceling the publication of Books. We will be entitled to fulfill all orders completed by customers on the date the Books were still available for sale. All book withdrawals will only be effective for the future and will not affect customers who purchased the Books prior to the collection date.

5.1.5 Reformatting. We reserve the right, at our discretion, to reformat the Books and by this document you acknowledge and agree that inadvertent errors may occur during the reformatting process of your Books. Should such errors actually occur, you will have the right to remove the affected Book by withdrawing it from sale through the Program, as set forth in Section 5.1.4 above; this will be the only remedy available to you to correct such errors. We also reserve the right, at our discretion, to correct any errors in the file containing the Book you deliver to us.

5.2 Marketing and Promotion, Reviews and Optional Services

5.2.1 Marketing and Promotion. We have full authority to determine, in our sole discretion, all

promotions and marketing operations related to the sale of your Books through the program and we may, without limitation, sell and promote your Books by making portions or chapters available free of charge to prospective customers or allowing potential customers to see excerpts from your Books while searching. You will not be due for any promotional or marketing operation organized by us. You acknowledge that we are under no obligation to sell, distribute or offer for sale any Book, or to continue to sell, distribute or offer for sale a Book after any sales, distribution or promotion activities have commenced.

5.2.2 Reviews. You are subject to the guidelines like any other customer submitting a review for a Tektime site. We reserve the right to remove any comments that violate Community Tektime guidelines .

5.2.3 Optional Services. Through [the](#) Portal we can make optional programs and services available to you. The terms and conditions of use of these optional programs and services are inserted at the end of this Agreement and are an integral part of the Agreement itself.

5.3 Prices.

5.3.1 Communication of your List Price. The List Price or Cover Price that you communicate to us is referred to in this Agreement as the "List Price." The List Price you communicate to us for some markets will include VAT and all other similar taxes included in the final purchase price. of a product ("VAT"). In the event that your Royalty is calculated based on the List Price, the Royalty will be calculated based on the List Price without the applicable VAT to end customers. You can change your Price list through the Portal in this case, the change will take effect within 5 working days.

5.3.2 Currency Conversion. We are entitled to sell the Book in other currencies. In such case, we may convert the List Price you have communicated to us into different currencies (each of which is referred to 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 Royalty, the List Price converted into the Sale Currency will be your List Price for the offer and sale of the Book in that Sale Currency.

5.3.3 Prices to Customers. To the extent permitted by applicable law, we reserve the right to determine, in our sole and complete discretion, the retail price of your Books charged to customers through the Program. 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.

5.4 Royalty and Payments.

5.4.1 Royalty The sales and distribution channels, for the work of promotion, marketing and sale of the Books, retain a percentage commission 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 70% 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. The quantification of the aforementioned commissions will be indicated in the Program, when possible, and will in any case be highlighted by Tektime in the monthly report, as indicated in section 5.4.2. The Author explicitly authorizes Tektime

and the sales channels used by it to change the sale price of the Book, provided that it is set as close as possible to that decided by the Author, to adapt it to any market or distribution needs, or parametrization of the price of any paper copies of the work, or in any case in compliance with certain conditions or any maximum thresholds decided by the Author.

5.4.1.1 Sale of the Digital Book directly on the Tektime Bookstore

In the case of direct sale by Tektime on its own virtual shop (Tektime Bookstore), Tektime will grant the Author a **royalty of 70%** on the sales price net of VAT. **There are no costs for the delivery of the Digital Book.**

5.4.1.2 Sale of the Digital Book through other distribution channels

Tektime will retain a **10% commission** on the sales price of each Digital Book net of VAT. For example, in case of sale at an online bookstore connected to Tektime that applies a commission of 30% and with a VAT rate of 21%: if the Author indicates 9.99 Euros as the sale price for his Digital Book 'VAT must be considered included, therefore the Digital Book will be offered for sale at the price of 9.99 euros including VAT and therefore 8.256 euros excluding VAT; the Author will therefore have the right to receive 8.256 euros - 3.302 = 4.954 euros for each copy sold', where € 3.302 represent the current commissions for distribution and sale, equal to 40% (30% online bookstore commission + 10% Tektime commission) of the price of the Digital Book net of VAT, while € 4.954, equal to 60% of the price of the Digital Book net of VAT applied by online bookstores, is the amount due to the Author. If online bookstores allow the rental of Digital Books in favour of end users, the rental price is established by the bookstores themselves and the commission due to Tektime and the bookstores is fixed on the rental price net of VAT in the same percentage. applied to the sale of the Digital Book in question.

5.4.1.3 Sale of the Paper Book through other distribution channels

The Author may request the creation and marketing by Tektime also of the paper version (Paper Book) of his Digital Book. In this case, Tektime will make use of distribution channels capable of providing the Print and Delivery on Demand service at the time of the order by the end customer (reader). Given that, at the time of the request for publication of the paper version, it will not be possible to determine the exact production cost of the Book (which depends on the distribution channel, format, number of pages, finish, colors, place of printing , etc.), the Author will be asked to indicate, instead of the Sale Price, only the increase in the price he intends to apply compared to the production cost. In this way the actual sale price will be set in order to guarantee the indicated increase. Example: Paper book production cost: 5.50 EUR. Increase indicated by the author: 2.50 Euros. Final cover price: 8.00 EUR including VAT. Also with regard to the Paper Book, Tektime will retain a **10% commission** on the sales price net of VAT. The royalty calculation will be carried out in the same way as indicated in section 5.4.1.2. By requesting the activation of the Print and Delivery on Demand service, the Author authorizes Tektime and the connected distribution and printing channels, on a non-exclusive basis, to proceed on behalf of the Author to print the work and its marketing in Italy and abroad through the online bookstore of Tektime (Tektime Bookstore) or the online bookstores of third parties.

5.4.2 Payment Methods.

Tektime will report monthly to the Author 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 calendar quarter, will automatically generate an invoice request (in the case of a legal person) or a notula request (in the case of a natural person) relating to the royalties to be paid. The Author must issue the invoice or the notification and send it to Tektime through the Portal. Tektime, within 60 days from the date of the invoice or notification, will send the payment to the Author in the manner that will have been indicated at the time of enrollment in the Program. In the event that the amount that Tektime must pay to the Author is less than 50.00 Euros, this amount will be set aside and accumulated in the proceeds of the following quarters until the threshold of 50.00 Euros is reached. Upon exceeding this threshold, the proceeds may be liquidated and payment will be made in the manner indicated above in this Section 5.4.2. 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.

5.4.3 Payment Policies. We may ask you to provide us with certain information or register a valid bank account or register a PayPal account on your TTL account in order to receive royalty payments. If you do not register any current or PayPal account, we will not be obliged to make royalty 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.

5.4.4 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.

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

- If we pay you royalties 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 royalty previously paid for the sale against future royalties or we may ask you to return that amount.
- If a third party claims that you do not have the necessary rights to make one of your Books available through the Program, we will have the right to withhold all Royalties owed to you until we have reasonably established the validity of the third party's dispute. If we ascertain that you do not have all necessary rights or that you have otherwise violated any representations or warranties made by you or our Content Guidelines with respect to a Book, we will not pay you the royalties for that particular Book and we may offset any previously paid royalties with future royalties or ask you to return any monies you have received to us.
- Upon termination of this Agreement, we reserve the right to withhold any Royalties due 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 under the Royalty .
- Should we terminate this Agreement as a result of your breach of any representations and warranties made by you or our Content Guidelines , you will lose your right to

receive royalties that 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 Royalty through the new Account.

5.4.6 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.

5.5 Grant of Rights. For the duration of this Agreement you grant Tektime a license and an irrevocable and non-exclusive right to distribute the Books, directly and through third party distributors, in all digital and paper formats, and through all available digital distribution tools. These rights include, without limitation, the right to: (a) reproduce, index and store Digital Books on one or more computers and to reformat, convert and encode such Digital Books; (b) display, trade, transmit, distribute, sell and otherwise make available digitally in any other way the Digital Books in whole or in part through your Tektime Bookstore and other distribution channels (Tektime Channels as defined below), for customers and potential customers can download, access, copy and paste, print, annotate and / or view, online and offline, such Digital Books, including on portable devices; (c) allow customers to "save" the Digital Books they have purchased from us on the server ("Virtual Storage") and to access and re-download such Digital Books from the Virtual Storage, both during and after the term of the Agreement; (d) display and distribute (i) your trademarks and logos in the form in which you provide them to us or within the Digital Books (with any modifications necessary to optimize their display) and (ii) portions of the Books, in each case solely for the purpose of promoting, offering or selling the Books and related Tektime offerings; (e) use, reproduce, adapt, modify and distribute, in the manner we deem appropriate and in our sole discretion, any metadata you provide to us relating to the Books; and (f) transmit, reproduce and otherwise use (or have reformatted, transmitted, reproduced and / or otherwise used) the Digital Books as mere technological content limited to the purpose of making the above possible (e.g. saving the Books in cache memory for viewing). Further, you hereby agree that we may allow our affiliates, our independent contractors and our affiliates' independent contractors to exercise the rights you grant us through this Agreement. "Tektime Channel" means any website, application or online presence, on any platform, owned or operated by, or under license from Tektime, or co-branded with Tektime, as well as any website, application, device or online presence through which any Tektime Channel or product available for sale on such Tektime Channel is made available, offered, traded, advertised or described. You grant us the rights set forth in this Section 5.5 worldwide; however, if we provide you with a procedure to declare that you do not have the distribution rights of a Book worldwide, the territory for the sale of that Book will include the territories for which you indicate that you have distribution rights through the procedure we make available to you.

5.6 DRM and Geofiltering technology. We may, without being obligated to, offer you the possibility of applying DRM technology for the distribution of your Digital Books. If we offer you the

opportunity to apply DRM technology, you acknowledge and agree that we cannot make any warranties as to the effectiveness of DRM technology and that we cannot be held responsible for any malfunctions of the DRM technology. We may also, without being obligated to, use geofiltering technology to determine which customers are entitled to purchase Digital Books, for example where you declare that you do not have the worldwide distribution rights of a Digital Book via the procedure that we make available to you for this purpose. If we decide to use geofiltering technology for the distribution of your Digital Books, the distribution will be deemed to have taken place within the territories in which the distribution of the Digital Books was permitted, although in fact customers may also be located outside those territories.

5.7 Rights Management and Resolution of Rights Disputes. It is up to you to obtain or pay to obtain all rights and licenses relating to your Books necessary to enable us to exercise the rights you grant us under this Agreement without any further obligation on our part, including, without limitation, all Royalties and any other sum due to the copyright holder. If you report, by written notice, the copyright infringement by a third party who has made a Book in relation to which you are available for distribution through the Program (or for distribution in a particular territory through the Program). holders of the exclusive right to make it available through the Program, upon your request and after verifying the veracity of your statements, we will pay you the royalties due for any sale of the Book made through the Program and remove the Book from future sales through the Program; what is written above constitutes the only and exclusive remedy that you can request.

5.8 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) you have obtained all rights necessary to exercise the rights granted under this Agreement before you - or the person designated by you - deliver any content to us; (c) that no exercise of rights authorized under this Agreement, no portion of the content and no sale or distribution of such content authorized under this Agreement infringes any intellectual property rights, property rights or other rights belonging to any natural person or entity, including, without limitation, contractual rights, copyrights, trademarks, common law rights, publicity rights, rights relating to privacy or moral rights, nor contains material that is defamatory or that violates any law or regulation of any jurisdiction; (d) that all Books delivered under the Program comply with the delivery specifications indicated by us; and (e) to be solely responsible for the determination and payment, to each co-owner and co-administrator of each Book or portion thereof, of the Royalties in relation to the uses of the respective contents, as well as the respective shares, if any, of any amount 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.

6 Ownership and Control of Tektime / Feedback Channels. Subject to the permissions you grant to us under this Agreement, you retain all proprietary rights, copyrights and any other rights and interests in your Books. We own all copyrights and all other rights and interests relating to the Program, the Tektime Channels and any material we use or provide for use in connection with the Book (for

example a generic cover image if not you submitted 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.

7 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; or (c) use Tektime's Confidential Information for any purpose other than the performance of this Agreement. However, you are entitled to disclose Tektime Confidential Information where required by applicable law, provided that: 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 any limitation to the survival of any other provision contained in this Agreement, this Section 7 will remain in effect for three years from the date of termination of this Agreement.

8 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 PUBLISHER ACKNOWLEDGES AND AGREES THAT TEKTIME CANNOT GUARANTEE THAT DIGITAL BOOKS DELIVERED BY THE PUBLISHER OR ON BEHALF OF THE PUBLISHER ARE PROTECTED FROM THEFT OR INCORRECT USE OR THAT CUSTOMERS

COMPLY WITH ALL THE RULES ON THE USE OF THE CONTENT THAT TEKTIME POSSIBLE APPLICABLE IN CONNECTION WITH THE USE OF DIGITAL BOOKS, AND THAT TEKTIME SHALL NOT BE LIABLE IN THE EVENT OF THE MALFUNCTION OF ANY SECURITY SYSTEM OR PROCEDURE OR THE FAILURE TO COMPLY WITH THE RULES ON THE USE OF THE 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.

9 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.

10 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.

11 General Provisions.

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

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

CONTENT GUIDELINES AND OPTIONAL SERVICES

Content guidelines

Books and other content (such as titles, cover product descriptions) must follow these content guidelines. Tektime reserves the right to evaluate the adequacy of the contents and may decide not to make them available for sale. If you violate these content guidelines, we may decide to cancel your participation in the TTL program.

Pornography

We do not accept pornographic material and offensive representations of explicit sexual acts.

Offensive content

What we think is offensive is anything that you probably also consider offensive.

Illegal and unlawful content

We take violations of laws and proprietary rights very seriously. It is your responsibility to ensure that your content does not violate any law or copyright, trademark, privacy, publicity or other rights. The fact that much content is available online or easily accessible does not authorize another user to copy or sell it.

Public domain and other non-exclusive content

Some types of content, such as those belonging to the public domain, can be freely used by anyone or licensed to multiple users. We do not accept content that is freely available on the web, unless you are the owner of the relevant copyright. For example, if you have obtained the content of your book from a source that allows you and other users to redistribute such content and it appears to be available for free on the web, we will not be able to accept it for sale on our Portal. Although we accept content belonging to the public domain, we may decide not to sell a book if the contents of the aforementioned do not present any difference, or only minimal differences, from existing books.

Negative customer experience

We do not accept books that provide a negative customer experience. We reserve the right to determine whether the content may be a source of a negative customer experience. Sources of negative customer experiences can be, for example: typos, unsupported fonts, cover issues, image quality, formatting, duplicate text, missing content, etc.

Optional services

Optionally, the Author may decide to request the provision of optional services such as Book formatting, proofreading, editing, cover creation, conversions and anything else that is proposed directly on the Portal. The costs relating to these optional services will be indicated directly on the Portal and may be fixed or variable depending on the type of service and the characteristics of the Book (language, number of pages, format, etc.). The variable cost services will be quantified through a formal offer that will be sent to the Author by e-mail or communicated directly through the internal mail messages made available on the Portal. Payment, both for fixed cost and variable cost services, must be made in advance in the manner indicated on the Portal. We reserve the right to vary the costs and methods of providing the aforementioned services over time. Such variations will however be clearly indicated on the Portal at the time of the request by the Author.

APPENDIX A

BOOK DATA TO BE PUBLISHED

Title
Subtitle
Series
ISBN
Language
Territories

DATA HOLDER OF RIGHTS

Name
Address
City
Nation

Date: _____

Signature rights holder Signature Tektime

FACSIMILE
Automatically translated

APPENDIX B

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

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 .

The Rights Holder, in line 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 i , for the purposes and for the duration specified in the 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

Rights holder signature