

PUBLISHDRIVE SERVICES TERMS & CONDITIONS
- PUBLISHDRIVE ABACUS FOR CO-AUTHORS -

Last modified: June 25, 2020

These Terms of Service are entered into by and between Publisher (“You” or “Publisher”) and PublishDrive Inc. (“PublishDrive”, “Company,” “we,” or “us”). The Company through its website (<https://publishdrive.com/abacus/>, the "Website"), offers and provides you with a platform to calculate royalties for co-authors and indie publishers and track financial accounting (the “Services”). The following terms and conditions, along with any documents expressly incorporated by reference (collectively “Terms of Service”), govern your access to and use of the Services and the Website.

The PublishDrive team is here for you. It is better to ask than have any doubts or questions left unanswered, so you can reach us anytime via support@publishdrive.com. Please don’t send us a letter by snail mail, but here is our legal address in case you need it:

PublishDrive Inc.

Registered address: 160 Greentree Drive Dover, Delaware 19904

Address: 428 Broadway, New York, NY 10013

1) What is PublishDrive Abacus for Co-Authors?

PublishDrive Abacus for Co-Authors (“PD Abacus”) is a standalone product of PublishDrive for calculating and managing royalties between Contributors for Titles added to Abacus. Through PD Abacus, royalties are shared with any (unlimited number of) Contributors invited by You, the Book Owner.

2) Who is PD Abacus for?

PD Abacus is for Book Owners (Publishers) and Contributors (individuals or other publishers) who want to create royalty reports and share royalties after sales activities.

3) Who is a Book Owner?

Book Owner is part of the Publisher’s organization who is responsible for sharing financial aspects of royalties including:

1. Providing sales data to use PD Abacus
2. Set up publishing teams with royalty allocation for different Contributors.

3. Optionally inviting other contributors to share sales data and/or marketing activities
4. Administering financial data for Contributors
5. Inviting/Managing Contributors with real contact details and not creating fake or duplicative accounts or otherwise engaging in fraudulent and/or illegitimate activity.

Book Owner agrees to:

6. Acceptance of PUBLISHDRIVE GENERAL TERMS & CONDITIONS and PUBLISHDRIVE SERVICES TERMS & CONDITIONS - PublishDrive Abacus For Co-Authors.
7. Paying a subscription fee for services of PublishDrive communicated on the website.

4) Who is a Contributor?

Contributors are individuals or other outside publishers managed by Book Owner to calculate royalties for after their own sales data. Contributors may be invited by Book Owner and agree to comply with these Terms and the PUBLISHDRIVE GENERAL TERMS & CONDITIONS and PUBLISHDRIVE SERVICES TERMS & CONDITIONS - PublishDrive Abacus For Co-Authors. Contributors assigned by the Book Owner may access the book's metadata and sales data based on the settings set by the Book Owner.

5) What is a Title?

Royalty management is based on the Titles added to PD Abacus. A Title can be a format related to a book or content: such as an ebook, print-on-demand or audiobook format. One title is defined as one of the formats of the book content.

6) PublishDrive is:

1. Responsible for calculating and administration of fixed royalty percentages to Contributors set by Book Owner.
2. Responsible for handling sales data under confidentiality mentioned in the PublishDrive General Terms and Conditions.
3. Not responsible for any legal or financial disputes between Book Owner and any Contributors.
4. Conscious of data, PublishDrive will not share your confidential data with any third party.
5. Responsible for providing a platform where you can control which contributor you share your data with.

7) How much do I pay for the service?

By purchasing a Monthly/Annual Subscription, you agree to an initial and recurring Monthly/Annual Subscription fee paid after all Team Members (including Book Owner) at the then-current Monthly Subscription rate (available on the website), and you accept responsibility for all recurring charges until you cancel your subscription. You may cancel your Monthly/Annual Subscription at any time, subject to the terms of our cancellation policy.

Automatic monthly renewal terms: Once you subscribe, PublishDrive will automatically process your Monthly/Annual Subscription fee in the next billing cycle. PublishDrive will continue to automatically process your Monthly/Annual Subscription fee each month at the then-current Monthly/Annual Subscription rate until you cancel your subscription. We explain how to cancel your Monthly Subscription below in the Section 'What is your cancellation policy?' For the monthly subscription, you pay the current Monthly/Annual Subscription rate, and you accept the limitations of the plan communicated on the website (e.g., the number of books). If you exceed the limitations of the plan, you can purchase additional packages of Titles. Fixed fees and any credits given to you are non-refundable. PublishDrive communicates in email and/or on the Website if there are more plans available for you on the platform, so you can freely choose the best fitting option for you.

8) How do I pay for the service?

You agree that your credit/debit card or Paypal account or other payment method selected will be charged immediately when you opt into this service, or when your paid subscription starts. Your payment will be recurring, so your fee will be charged every 30 days.

9) What is your cancellation policy?

You can cancel your subscription anytime, but it will go into effect in the following calendar month. Drop us an email at support@publishdrive.com if you need to delete your account.

10) What if I do not pay you?

If we do not receive payment from your credit card provider or if your credit card expires or gets rejected, you agree to pay all amounts due upon demand. Following any such non-payment, we may require you to provide a valid credit card before continuing to use the Services. We may decide to terminate the service provided to you. If you are distributing books through PublishDrive using the subscription pricing option, and you do not pay the fee, we are eligible to deduct the subscription fee from your royalties and/or keep your books on sale until we cover the subscription fee. You authorize us to charge outstanding fees and other amounts due to us against any credit card you have on file with us. We reserve the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. If your account is more than 30 days past due and is forwarded to a collections agency, you will additionally be liable for any recovery fees charged

by the agency. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership, overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 90 days after they first appear on your credit card statement. If you do not bring them to our attention within 90 days, you agree that you waive your right to dispute such problems or discrepancies. We may do an audit process on all outstanding fees quarterly. We may modify the price, content, or nature of the Services at any time, but we may provide notice of any such changes by email, on the notice board within PublishDrive or by publishing them on the Website.

11) Is there a free trial?

Yes! We believe that you need to try out a service before you decide to pay for it. That's why you can use PublishDrive Abacus for Co-Authors with a trial.

10) How can I get a refund?

Your subscription payment is non-refundable. If you receive any gift credits, they are non-refundable, and they cannot be exchanged for other purposes.

11) Can PublishDrive change these Terms of Service?

We can update and change these Terms of Service from time to time, and the most current version of these Terms of Service in the Company's sole discretion, by posting revised terms on the Website. We will notify you of such changes by posting the modified version on the Website or through other communications and indicating the date it was last modified. It is important that you review the Terms of Service whenever we modify them because if you continue to use the Services after we have posted modified Terms of Service on the Website, you are indicating to us that you agree to be bound by the modified Terms of Service. If you don't agree to be bound by the modified terms, then you may not use the Services anymore.