

Agreement

This agreement (“Agreement”) provides the terms and conditions of your participation in the Indielector.store online digital self-publication and distribution program (“Services”). You accept and agree to be bound by its terms by either (a) clicking agree or accept where you are given the option or by (b) using any Services provided by Indielector.store. If you don’t accept the terms, you are not entitled to use the Indielector.store Services.

This agreement is between Indielector.store (“Indielector.store” or “ILS”), and the Author or duly authorized legal representative and therein referred to as “Author”, in regards to the Work (therein referred to as “Work” or “Content”) and shall be considered legal and binding in all countries, and its separate or conglomerate governments.

1. AGREEMENT ACCEPTANCE

The Author grants the ILS the non-exclusive world-wide license to publish, store, transmit, distribute and to sell the Work in all available formats. This license can be revoked at any time as stipulated in the Termination clause of this Agreement.

The Author will retain all rights of ownership to the Work throughout this agreement. The Author also grants to the ILS permission to exhibit elements of the Work including, but not limited to, excerpts, title information, Author’s biographical information, submitted graphics and images, and description of the Work, on the ILS’s website and to share them with relevant third parties, including but not limited to use in press releases, advertising campaigns or use on affiliated web sites for the purpose of promoting and facilitating sales of the Work.

The Author warrants that this agreement does not conflict with any arrangements, understandings or agreements between the Author and any other person(s) or entity.

Terms of this Agreement may change at any time. ILS reserves the right to amend this Agreement at any time at our sole discretion. ILS will give notice of any changes by posting new terms in place of the old with a revision date indicated at the top and/or by sending an email to the registered email address of the Author. You are responsible for checking for updates and your continued use of ILS services after amendments will constitute your acceptance of the changes on good faith principle. If you do not agree to the amendment, you must withdraw your Work from distribution and terminate your use of services.

2. ELIGIBILITY

You must have an active account with Texas Authors or Indie Beacon, companies that are owned and operated by Bourgeois Media & Consulting, LLC, in order to participate in Indielector.store services. You represent that you are at least the legal age of majority and are able to enter into a legally binding contract. A parent or guardian of a minor can open an account and be the “Payee”. The Payee of any account will be legally and financially responsible for the account.

You must ensure that all the information you provide in connection with establishing your account accurate and up to date. You may maintain only one account at a time. Author agrees not to use false identities or impersonate any other person(s). Additionally, you authorize Indielector.store, directly or through third parties, to make any inquiries we consider appropriate to verify the account information you provide. You also give your consent to us, the ILS, to send emails to you relating to your account from time to time.

3. AUTHOR IDENTIFICATION

You are solely responsible for safe-guarding and maintaining the confidentiality of your account username and password for all activities that occur under your account. Account holders are responsible for any unauthorized activity on their account until such time that Indielector.store is notified of fraudulent use. You may not permit any third party to use the Indielector.store services through your account and will not use the account of any third party. You agree to immediately notify Indielector.store of any unauthorized use of your username, password, or account. In the event of loss of the password by the Author, Indielector.store may send a password recovery message to the email provided during registration. It is the sole responsibility of the Author to guarantee that only the Author may read this message. Indielector.store will offer no password recovery channel other than submission of a new password to the registered email.

4. REGARDING WORK SUBMITTED

You must provide to the ILS, at your own expense, digital files and other forms of publication for Work you desire to distribute through Indielector.store. We will not return any files, physical content, or media delivered to us in connection with your Work. You must deliver all electronic files free and clear of viruses, malware, and other potentially harmful or disruptive content. Author is entirely responsible for the content of, and any harm resulting from, any content submitted to INDIELECTOR.STORE.

The copyright of the Work belongs to the Author. It is the Author’s responsibility to file its copyrights and any other intellectual property with the appropriate governmental body. It is the Author’s responsibility to place a copyright notice on the copyright page or some other prominent place in the Work.

By submitting content for distribution, you represent and warrant that:

- (i) The downloading, copying and use of the Work will not infringe upon any personal or proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, privacy rights, or publicity rights of any third party;
- (ii) The Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing);
- (iii) The Content does not contain threats or incite violence towards individuals or entities, and does not constitute hate literature or illegal content and does not contain any statements falsely attributed to third parties;
- (iv) You may not include any advertisements or other content that is primarily intended to advertise or promote products or services which compete with those offered by INDIELECTOR.STORE.
- (v) The Work does not contain any recipes, formulas, or recommendations that will be injurious to any reader, user, or third party;
- (vi) The Work submitted to the ILS is free and clear of all counts of libel, plagiarism, breach of privacy or misrepresentation of facts;
- (vii) The Work if biographical or “as told to the Author” is, to the best of the Authors knowledge, factual and true.
- (viii) The Work does not contain images or illustrations depicting individuals perpetrating graphic violence upon another individual or individuals
- (ix) The Work does not contain hyperlinks for the sole intent of directing readers to competing sites and services.
- (x) The Work does not contain advertisements for products or services, and is not intended to act as an advertising or upselling vehicle for products or services
- (xi) The Work does not contain incomplete information and does not prompt the reader to access external resources or services that require registration or payment
- (xii) The Work is not an incomplete book for the purpose of promoting the purchase of the complete book elsewhere or on INDIELECTOR.STORE
- (xiii) The Work does not contain (on the book cover or the book interior) graphic images of nudity (photographic or illustrated) include children or underage minors engaged in sexual acts or situations, witnessing such situations, considering sexual acts, or thinking about sexual acts. Works of a non-erotic nature that contain nudity may be accepted on a case by case basis at INDIELECTOR.STORE’s sole discretion.
- (xiv) The Work has not been previously submitted as a “New Book” at INDIELECTOR.STORE (all revisions shall be submitted to [support@indielector.store .com](mailto:support@indielector.store) for review and publishing)
- (xv) The Work is not a catalog advertising other books or products

Author also warrants that the Work meets the following standards for originality:

- (1) The Work is not a public domain work;
- (2) The Work does not include copied sections or compiled sections from Wikipedia or other public domain, government or commercial services;
- (3) The Work does not and will not appear elsewhere on the Internet as published by a person other than yourself or by pseudonyms other than your pen name at Indielector.store;
- (4) The Work is not translated, in whole or in part, by language translation software. All translated books, regardless of the language, must be translated by a person.

Indielector.store only distributes complete Works. We will not accept any partial samples of Work or single chapters of a Work. All Works submitted for distribution shall be complete and self-contained and will not attempt to upsell consumer to purchase any information that should have been contained in the purchased product.

Indielector.store will not be liable for any acts or omissions by the Author, including any damages of any kind incurred as a result of such acts or omissions. The Author releases the ILS from any responsibilities relating to any legal actions incurred by the Author or by the contents of the Work.

Electronic files are occasionally subject to data corruption after submission. Authors are encouraged to maintain their own original source files. At any time Indielector.store may request resubmission of source files for Work(s) to replace previously submitted files. This will occur at no additional cost to the Author.

The Author warrants that he/she is the sole owner and copyright holder of the work, with full power and authority to enter into this Agreement. The Author states that if the Work has previously been published in whole or in part, the Author currently holds all copyrights to the Work.

The Author also warrants that this Agreement does not conflict with any arrangement, understandings, or agreements between the Author and any other person or entity.

The Work must be submitted according to the ILS's formatting guidelines. Work will be Distributed as it is delivered to us, ILS will not edit or modify the Work. Certain modifications may occur during file or design conversions. ILS does not guarantee accurate preservation of the original Work's formatting.

You must ensure that all information you provide is current, complete and accurate. If you discover that any information you have provided is inaccurate or incomplete in any way you must promptly submit corrected information to customersupport@Indielector.store.

Indielector.store is entitled to remove or modify any content you provide for your Work if we determine that it does not comply with our content requirements. Indielector.store does not provide resources to assist Authors in properly submitting Work for publishing. It is the responsibility of each Author to implement the proper formatting and submission requirements. ILS may choose to suspend or close the accounts of Authors who submit poorly formatted Work. Except in the cases of gross violations of this Terms of Service, Indielector.store will make every attempt to provide reasonable notice to the Author via email, up to and including providing instructions on how to remedy potential issues that might give Indielector.store cause to remove or modify submitted content.

If your Work or book cover contain any artwork or photographs that are not your own you must assure that these are not copyrighted by the original owner. A written release from the copyright owner may be required before the ILS will accept your Work.

If the ILS suspects that your Work violates the copyright laws, we will not publish content until we have confirmation of your rights to use the work.

Author agrees to not enter into any contract with any person, firm, or corporation that will be in conflict with the rights granted to the ILS as stated in this Agreement without first terminating this Agreement.

The ILS reserves the right to stop advertising and selling Work(s) and to freeze all unpaid royalties for any author whose Work(s) are involved in a legal dispute or pending legal dispute.

If, during the existence of this Agreement, any entity makes unauthorized use of the Author's Work, it is the sole responsibility of the Author to take legal action as may be required to restrain such wrong or to seek damages and the Author shall bear all costs and expenses and, subsequently, the Author shall keep all remunerations resulting from the legal actions.

The ILS sells Works that are in electronic format. The Author acknowledges that due to the digital nature of these files, it is possible for them to be replicated and distributed illegally after being purchased by the consumer. The Author agrees to not hold the ILS liable if such a situation occurs.

The Author will submit requested pricing for Work(s) along with initial content submission. Indielector.store may contact Authors to recommend adjustments to pricing on a case by case basis. Indielector.store reserves the right to make all final decisions with regard to sale price of Work(s).

5. TRADEMARKS

Indie Lector Store (ILS) and other Indie Lector Store (ILS) graphics, logos, page headers, button icons, scripts and service names are trademarks, registered or trade dress of Indie Lector Store (ILS) . Indie Lector Store (ILS) 's trademarks and trade dress may not be used in connection with any product or service that is not Indie Lector Store (ILS) 's in any matter that might cause confusion among customers, or in any way that disparages or discredits Indie Lector Store (ILS). All other trademarks not owned by Indie Lector Store (ILS) that appear on this site are the property of their respective owners, who may or may not be affiliated or connected to or sponsored by Indie Lector Store (ILS).

In addition you may not use any metatags or other "hidden text" utilizing "Indie Lector Store (ILS)" or any other name, trademark or product, or service name of Indie Lector Store (ILS) without our prior written permission. This includes but is not limited to the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, the service mark,

trademark and/or trade dress of Indie Lector Store (ILS) and may not be copied, imitated, or used, in whole or in part, without our prior written permissions.

6. COPYRIGHT

All content included in this site, such as text, graphics, logos, button icons, images, audio, data compilations and software, is the property of Indie Lector Store (ILS), LLC and its Authors and is protected by United States and international copyright laws.

You are granted a limited license to access and use the site and electronically copy (except where prohibited without a license) and to print to hard copy portions of the Site Materials for your informational, non-commercial and personal use only. Such license is subject to these Site Terms and, except as otherwise provided herein, does not include (a) any resale or commercial use of the Site or the Site Materials therein; (b) the collection and use of any product listings, pictures or descriptions; (c) the distribution, public performance or public display of any Site Materials, (d) modifying or otherwise making derivative use of the Site and the Site Materials, or any portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Site, the Site Materials or any information contained therein, except as expressly permitted on the Site; or (g) any use of the Site or the Site Materials other than for its intended purpose. Any use of the Site or the Site Materials other than as specifically authorized herein, without the prior written permission of Indie Lector Store (ILS), LLC, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including, without limitation, copyright and trademark laws and applicable communication regulations and statues unless explicitly stated here. Nothing in these Site Terms shall be construed as conferring any license to intellectual property rights, whether by estoppels, implication or otherwise. This license is revocable at any time.

7. REGARDING ROYALTY PAYMENTS

Payment of royalties is dependent on Author's compliance with this entire Agreement. Work must comply with all copyright regulations. If all proper rules are met then royalty payments will be distributed as follows:

Indielector.store pays Author up to 80% of the net profits received from the sales or licensing of your Work. Net proceeds shall be defined as sales price paid less payment processing fees, retailer discounts, costs due to erroneous or fraudulent transactions, credit card chargebacks and associated fees. Processing fees are estimated and stated in the submission form for your Work.

8. PROMOTIONAL ACITIVITY OF THE ILS

The ILS shall have the right to use the Author's name or pen name (whichever the Author specifies), likeness, and biographical material for the purpose of advertising, publishing, and promoting the Work.

The ILS may, at its sole discretion, distribute excerpts and reprints of portions of the Author's Work(s) through any media channel or to the general public for marketing purposes.

9. NEGOTIATIONS BY THE AUTHOR WITH THIRD-PARTIES.

The Author and the ILS are independent entities. Nothing in this Agreement will create any partnership, joint venture, agency, franchise, or employment relationship between the parties.

This agreement does not create an exclusive relationship between the Author and the ILS.

The Author will have no authority to make or accept any offer of representation on the ILS's behalf. The Author agrees not to make any statement, written or oral, which would contradict the above.

10. HANDLING OF CUSTOMER INFORMATION

The ILS's transaction system contains customer contact information and buying habits of individual customers. Per the ILSs's 'Privacy Policy', this data is not shared with anyone outside of Indie Lector Store (ILS), LLC. Indielector.store does not sell any consumer, customer, or Author information to any third parties.

11. HANDLING OF SALES DATA

The ILS's transaction system contains sales data regarding the purchase of Works. The ILS owns this data and may share data with the Author.

12. AVAILABILITY OF WORKS FOR SALE.

Indielector.store shall make all reasonable efforts to keep its websites and publishing structure viable at all times. Temporary lapses in the site's presence on the Internet or World Wide Web occurring through natural or technical causes do not constitute a breach of this Agreement. The company cannot be held responsible for any loss of sales due to website errors or downtime, or electronic transmission problems.

13. TERM AND TERMINATION

The term of this Agreement will begin upon your acceptance and will continue until it is terminated by either party. We are entitled to terminate this Agreement and prohibit access to your account at any time. We will notify you no later than 5 business days after termination. You are entitled to terminate the Agreement at any time by providing a notice of termination in which event we will cease Indielector.store services within 5 business days from the date the request is received.

We may also suspend your account at any time with or without notice to you, for any reason at our discretion. We may continue to maintain digital copies of your Work(s) in order to provide support to customers who have purchased your Work prior to termination or suspension. All rights to Work(s) acquired by customers will survive termination. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

If the ILS sends a communication requiring a response and none is received within 10 business days the ILS may be forced to terminate Author's contract. A reactivation fee may be required if an Author wishes to reactivate their account after termination of contract.

If an author wishes to relist a terminated title, a relisting fee will be charged. The ILS may, at its discretion and for any reason, choose not to relist a terminated title.

14. SUCCESSORS IN INTEREST

This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, executors, estate, heirs, legatees, agents and related entities of each of the parties.

15. HEADINGS

The headings and numbering of the different paragraphs of this Agreement are inserted for convenient reference only and are not to be taken as part of this Agreement or to control or affect the meaning, construction or effect of the same.

16. SEPARATE WRITINGS AND EXHIBITS

The following [e.g., agreements, exhibits, schedules, or other separate writings] constitute a part of this Agreement and are incorporated into this Agreement by this reference: [List separate

writings by name and date]. Should any inconsistency exist or arise between a provision of this Agreement and a provision of any exhibit, schedule, or other incorporated writing, the provision of this Agreement shall prevail.

17. NOTICE.

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) by email, or (b) by certified mail, postage prepaid, return receipt requested, and such notices shall be addressed as follows:

To the most recently submitted email address on file;

(Or)

To the most recently submitted mailing address on file.

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing. Any notice shall be effective only upon delivery, which for any notice given by email shall mean, notice which has been received by the party to whom it is sent as evidenced by confirmation of sent email.

18. ENTIRE AGREEMENT

This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party.

19. OTHER BUSINESSES

We provide links to other sites which may be of interest to our members or authors. We are not responsible for examining or evaluating, and we do not warrant the offerings of any of these businesses or individuals or the content of their Web sites. Indie Lector Store (ILS), LLC, does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statement and other conditions of use.

20. INDEMMITY

You agree to indemnify and hold all Indie Lector Store (ILS) , LLC subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, your use of Services, your connection to the Service, your violation of the Terms of Service, or your violation of any rights of another. If Indielector.store receives notice of any claim, action, suit, or other legal proceeding that alleges that the Author has violated any part of this Agreement, Indielector.store shall have the right to suspend account activity up to and including suspension of royalty payments as security for the Author's prospective obligations to resolve the issue. It is intended that the right granted by this paragraph 20 shall not be unreasonably or frivolously exercised by Indielector.store.

21. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THIS SITE IS PROVIDED BY INDIE LECTOR STORE (ILS) LLC, ON AN "AS IS" AND "AS AVAILABLE" BASIS. INDIE LECTOR STORE (ILS) MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. YOU REPRESENT AND WARRANT THAT YOUR USE OF INDIELECTOR.STORE WILL BE IN STRICT ACCORDANCE WITH THE INDIE LECTOR STORE (ILS) LLC, PRIVACY POLICY, TERMS OF SERVICE AGREEMENT, AND ALL APPLICABLE LAWS AND REGULATIONS INCLUDING WITHOUT LIMITATION ANY LOCAL LAWS OR REGULATIONS IN YOUR COUNTRY, STATE, CITY, OR OTHER GOVERNMENTAL AREA, REGARDING ONLINE CONDUCT AND ACCEPTABLE CONTENT, AND INCLUDING ALL APPLICABLE LAWS CONCERNING THE TRANSMISSION OF TECHNICAL DATA EXPORTED FROM THE UNITED STATES OR THE COUNTRY IN WHICH YOU RESIDE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, INDIE LECTOR STORE (ILS) LLC, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. INDIE LECTOR STORE (ILS) LLC, DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM INDIE LECTOR STORE (ILS) LLC, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. INDIE LECTOR STORE (ILS), WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMER, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

22. APPLICABLE LAW

By visiting Indie Lector Store (ILS), you agree that the laws of the state of Texas, United States of America, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Indie Lector Store (ILS) LLC.

23. DISPUTES

This Agreement, and any dispute arising from the relationship between the parties of the Agreement shall be governed by Travis County, Texas law, excluding any laws that direct the application of another jurisdiction's laws.

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal Courts located in the County of Travis, State of Texas. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Travis, State of Texas shall have in personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and maybe enforced in other jurisdictions in any manner provided by law.

To the fullest extent permitted by law each party hereby waives any right to trial by jury in any action, suit, proceeding, or counterclaim of any kind arising out of or relating to this Agreement.

I HAVE READ AND UNDERSTAND THE AGREEMENT BETWEEN MYSELF AND THE COMPANY AND AGREE TO ALL TERMS AND CONDITIONS LISTED HEREIN.

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