

UPblisher-Vasca / Author Membership Agreement

WARNING

This document is not the UPblisher Author Membership agreement. Those extracts are exclusively intended to illustrate the regulations governing the relationship between UPblisher and the authors promoted by UPblisher. Full text is available for registered authors only.

BETWEEN THE PARTIES:

1 – VASCA Ltd, whose head office is situated at 11 bis, rue de Moscou, 75008 Paris; registered in Paris under the RCS number 513 544 924, using the internet address www.upblisher.com

hereafter called “UPblisher, or “The Company”,

and

2 – Mr/Mrs/Ms... [name, address, date of birth, occupation, status], otherwise known as...

hereafter called “the Author”,

Hereafter collectively called “the Parties”

Have agreed upon the following:

PREAMBLE

UPblisher is a website that promotes unpublished literary works. UPblisher develops and operates a website platform accessible at www.upblisher.com...

DEFINITION OF TERMS

...

Article 1 – Object and Purpose of the Agreement

The purpose of the Agreement is to define the regulations governing the relationship between UPblisher and the Author...

Article 2 – Services provided to the Author

This Agreement allows the Author to procure membership allowing the Author to use the Services offered by UPblisher, which include:

- Web pages dedicated to the Author (including profile, background information, etc.),
- Web pages with a categorised list of Works by type and by category,
- ...

Article 3 – Obligations of UPublisher

3.1 Uploading and Promotion

UPublisher shall be committed to:

- publishing and distributing online the content furnished by the Author, no later than two months after the Author has uploaded the Work to the Website,
- ...

3.2 Grant of rights

The Author hereby grants UPublisher the right to reproduce, display and distribute the Work uploaded to the Website by the Author...

3.3 Obligation of information ...

Article 4 – Obligations of the Author

4.1 Warranty

The Author declares that he/she is the sole proprietor of the necessary rights of any Work he/she uploads to the Website...

4.2 Access of information ...

4.3 Illicit content

The following is a non-exhaustive list which may be modified at any time by UPublisher. The Author agrees never to publish, transmit, distribute, post or make available on or via the Website, any content that could constitute the following:

- Defamation of character, abuse, threat, blackmail, harassment, incitement to violence, racial hatred or any other crime or offence;
- Propagation of false information or the revelation of financial details... ;
- Undermining of the authority of justice;
- Invasion of privacy, personal details or correspondence;
- Apology for crimes against humanity or denial of genocide;
- Inciting to suicide;
- Divulging information protected by a confidentiality clause or the right to respect for private life;
- Any act endangering minors...

UPublisher has created a tool on the Website for the signalling of abuse, which is accessible to any reader or User who wishes to report unsuitable content/contentious material...

4.4 E-mail communication ...

Article 5 – Registration – Access to Services

5.1 Terms of Registration ...

5.2 Obligations concerning access codes and Personal Account of the Author ...

Article 6 – Fees and Payment

6.1 Fees

Subscription fees to the Services outlined in Article 2 of the present Agreement are in the form of an **annual payment per work uploaded** by the author to the Website...

6.2 Payment Methods - Invoicing

An invoice shall be addressed to the Author for every subscription to the Services...

6.3 Modification of the offer ...

Article 7 – Payment Terms

7.1 Payment for downloaded Works

The Author shall perceive a contribution of a maximum of 25 (twenty-five) per cent of income resulting from the use or sale of the Work, calculated on the basis of the public selling price which includes taxes...

7.2 Bonus for high ratings ...

Article 8 – Duration of the Agreement

The present Agreement is valid for a period of 3 (three) years, and is automatically renewed unless terminated by either party...

Article 9 – Territorial limits of the Agreement ...

Article 10- Exclusivity ...

Article 11 – Intellectual Property

...The Author remains the sole owner of the intellectual property rights to his/her Work.

The present Agreement does not constitute the cession of proprietary rights for the profit of UPublisher or its clients...

Article 12 – Personal Information

12.1 Use of the Author's email address

UPublisher shall not share or sell the email address provided by the Author during registration to a third party...

12.2 Privacy protection and User confidentiality

UPublisher is respectful of fundamental rights, and in particular of the right to respect for the Author's private life...

Article 13 - Non-transferability of the Agreement

The present Agreement has been made *intuitu personae*...

Article 14 - Limitation of Liability

The Author declares and acknowledges that he/she is responsible for any information, data, text... that are made visible to the public or communicated privately.

Article 15 - Confidentiality ...

Article 16 – Mutual declaration of independence ...

Article 17 – Commitment of loyalty and good faith ...

Article 18 – References, Use of company name and logo, Creations and related material

18.1 References to the Author ...

18.2 References to UPblisher ...

Article 19 – Continuity of service

UPblisher will make every effort to ensure the proper running of the Service and provide the services 24 (twenty-four) hours per day, 7 (seven) days per week...

Article 20 – Archiving of Content published on the Website

UPblisher is not an online data archiving service...

Article 21 – Termination of membership

21.1 No-fault termination of membership ...

21.2 Non-execution of obligations ...

21.3 Termination of business ...

Article 22 – Force majeure ...

Article 23 - Dispute ...

Article 24 – Conclusion of the Agreement ...

This Agreement may be concluded by fax, post or e-mail.

Issued in two original copies

In [_____], Date: [_____]

For UPblisher

For the Author

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Stefan Aimar
Managing Director