

Publishing Agreement Terms & Conditions

This Agreement (the “Agreement”) contains the complete terms and conditions that apply to your use of TreasureLine Books/TreasureLine Publishing Services (the “Services”). As used in this Agreement, “we”, and all other references to TreasureLine Books/TreasureLine Publishing Services, Tell~Tale Book Covers & Interior Layout (including but not limited to the internet book store, the community, the publishing company, etc. TreasureLine, Tell~Tale and other entities owned and managed by TreasureLine may be used interchangeably.) all refer to the same entity. “You” means the person or entity accepting this Agreement. In order to use the Services you must:

- Agree to and adhere to the terms and conditions in this Agreement
- Provide your real name, address, phone number, e-mail address and other required information
- Be able to lawfully enter into contracts. (for example, minors are not allowed to register for or use the Services. A parent or guardian must do so.)

1. Amendment: Notice of Changes

We reserve the right to change the terms and conditions contained in this Agreement or any policies or guidelines governing the Services, including without limitation, any of the information posted on our web-site, at any time and in our sole discretion. Any changes will be effective upon posting of the revisions on the Site. Notice of changes to this Agreement will be posted on the Site for thirty (30) days. You are responsible for reviewing the notice and any applicable changes. Changes to referenced policies and guidelines or any other information in any Products or other web pages may be posted without notice to you. Your continued use of this site and the services following our posting of any changes will constitute your acceptance of such changes or modifications. If you do not agree to any changes to this agreement, you may terminate the use of the services or the site as indicated in Section 10: Term; Termination.

2. Services

Once we have received a signed copy of the Agreement Signature Page indicating you agree to the terms and conditions in the agreement and the appropriate fee(s) if applicable, you will be eligible for all services as indicated in your specific agreement (included in this package)

3. Pricing

You provide a List Price for each Title.

4. Customer Returns and Refunds

You are responsible for determining proper recourse for returns and refunds on all sites except the TreasureLine Online Bookstore if you have contracted for inclusion of your title on that site. TreasureLine Books/TreasureLine Publishing has no obligation to honor returns and/or refunds on other venues contracted for by the author.

5. Ownership

You own all right, title and interest in and to the Content therein. **This non-exclusive agreement** gives you the right to pursue additional publishing options. **If you are published under the TreasureLine Imprint**, you may not use the TreasureLine ISBN to publish with another

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publisher without written consent. It is exclusive to TreasureLine. You may purchase/secure an additional ISBN for your title at your own expense.

6. Copyright

You must own or have obtained all rights to any content. We may ask for proof of such ownership or approval at our discretion. If you are unsure if you own the rights to the materials you wish to submit, please consult an attorney. To learn more about Copyrights, you may refer to the United States Copyright Offices at www.copyright.gov. Do keep in mind that “copyright happens” meaning you are the copyright owner the minute it is created. Especially in this day and age of computers, a saved file will contain the initial date and serve as your proof of copyright.

7. Representations and Warranties

You represent and warrant that you will comply with all laws, rules, regulations and orders of any governmental authority having jurisdiction over your performance hereunder; you have all requisite right, power and authority to enter into this Agreement and perform your obligations hereunder; prior to your delivery of Content to us you have or have obtained all rights, clearances and permissions to grant the licenses you grant hereunder that are necessary for us to exercise the rights you grant under this Agreement without any further payment obligation by us, including all necessary music publishing and public performance rights in the Content and the Promotional Clips; you are granting us the rights, licenses and authorizations you grant hereunder free and clear of any encumbrances; the Content (and our use thereof) is not defamatory, libelous, obscene, or otherwise illegal, does not invade any right of privacy, and does not infringe upon any Intellectual Property Right or right of publicity of any person or entity, and any recipe, formula, or instruction contained in the Content is accurate and is not injurious to the user; you are and will be solely responsible for accounting and paying any co-owners or co-administrators of any Content any royalties with respect to the uses of the Content permitted hereunder and their respective shares, if any, of any monies payable hereunder. You will pay all royalties and other income due to copyright owners, record royalty participants and under any applicable collective bargaining agreements relating to the Titles, and all royalties and other income due to authors, copyright owners or administrators and/or other royalty participants in the musical compositions embodied in the Titles.

8. Indemnification; Maintenance of Rights; Copyright Infringement

You will indemnify, defend and hold us and our affiliates (and the respective employees, directors, members, managers and representatives of each) and any operator of any of our properties harmless from and against any and all claims, judgments, damages and expenses (including without limitation reasonable attorneys' fees) (collectively, "Claims") arising out of any breach or alleged breach by you of the terms of this Agreement, including without limitation the terms contained within.

You will not do anything to intentionally prejudice the rights granted hereunder, but in the event that you lose any rights or other licenses, consents or permissions relating to a specific Title that are necessary for you to grant the rights you grant to us hereunder, or you receive notice of a third-party claim relating to a Title which you reasonably deem to be of concern, you will immediately remove such Title from our Services. Notwithstanding the foregoing, you will use commercially reasonable efforts to maintain the rights to the Content that you provide to us under this Agreement. Without limiting our rights or remedies under this Agreement, you will reimburse us for any refunds we make to Customers as a result of the withdrawal of a Title under

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this Section. For the avoidance of doubt, nothing in this Section is intended to relieve you of your indemnification obligation regarding Claims set forth in the preceding paragraphs.

You agree that we have the right to commence action for copyright infringement based on the rights granted hereunder.

9. Disclaimer of Warranties; Limitation on Liability

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. WE AND OUR AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (a) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT; (b) THAT THE SERVICES OR THE SITE WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; AND (c) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ANY AND ALL SUCH WARRANTIES. WE AND OUR AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SITE, ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE, THE SERVICES, THE INABILITY TO USE THE SERVICES, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, Our sole liability, and your sole remedy, for a Source Copy lost or damaged by us will be the lesser of (x) \$100.00; or (y) the replacement cost of the lost or damaged Source Copy.

10. Term; Termination

This Agreement will remain in effect until terminated in accordance with this Section. You may terminate this Agreement at any time by giving written notice to us, and we may terminate this Agreement at any time by sending you an e-mail notice at the e-mail address associated with your account. Upon termination, you will pay us whatever fees were incurred prior to the date of the termination. Also upon termination we may fulfill any Customer orders pending as of the date of termination.

11. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any business partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would reasonably contradict anything in this Section.

12. No Grant of License

For the avoidance of doubt, we do not hereby grant you any license or other rights to any intellectual property or technology owned or operated by us or any of our affiliates, including, without limitation, any trademarks or trade names.

13. Governing Law; Jurisdiction; Venue

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This Agreement will be governed by the laws of the State of Oklahoma, without reference to its conflicts of law rules. Any dispute relating in any way to your use of the Services or to this Agreement will be submitted to confidential arbitration in Bartlesville, Oklahoma, except that, to the extent you have in any manner violated or threatened to violate our Intellectual Property Rights, we may seek injunctive or other appropriate relief in any state or federal court, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this Agreement will be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement will be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

14. Miscellaneous

We may sublicense the rights granted to us hereunder to our affiliates or to any third party designated or engaged by us and acting on our behalf for purposes of fulfilling our obligations or exercising our rights under this Agreement; provided, however, that we will remain ultimately liable for our compliance with this Agreement. You may not assign any of your rights or obligations under this Agreement. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of the party's rights to subsequently enforce the provision. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver. If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. Nothing in this Agreement will act to restrict or otherwise limit any rights we may have in connection with the Content, or portions thereof, as provided under applicable law and any other permission from you. We will not be liable or otherwise responsible to you or any third party for any delay, default, or failure of performance arising out of any reasonably unforeseeable act, matter, cause, contingency or circumstance beyond our reasonable control.

15. You must read and agree to the information contained in this Terms & Conditions document and on the Copyright page of TreasureLinePublishing.com. Your decision to work with TreasureLine/Tell~Tale indicates you have read them and agree to all they include.