SPINES

Service Terms and Conditions for Authors

Welcome to Spines! In accordance with the terms below, we will provide you with production, distribution and ancillary services, and help your book get published. We believe that authors should retain their copyrights in their works, which is why, as between Spines and you, you retain all of your ownership rights in and to your books. The complete Spines service terms and conditions for authors are provided below – please read them—our lawyers tell us they are important.

Please read the following Service Terms and Conditions ("**Service Terms**") carefully before using our Services (as defined below) so that you are aware of your legal rights and obligations with respect to BOOX PUBLISHING TECHNOLOGIES US INC, doing business as "Spines" ("**Spines**", "**we**", "**our**" or "**us**").

Please note that these Service Terms serve as a binding contract between you and Spines. By using our Services, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Service Terms, together with the Privacy Policy (the "**Terms**"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Terms, please do not use our Services.

PLEASE BE AWARE THAT THESE TERMS CONTAIN PROVISIONS BELOW THAT GOVERN HOW CLAIMS THAT YOU AND SPINES HAVE AGAINST EACH OTHER ARE RESOLVED. IN PARTICULAR, YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST SPINES ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY ON YOUR CLAIMS. PLEASE SEE SECTION 15 BELOW FOR MORE INFORMATION.

> MORE SIMPLY PUT
> These are the terms that govern your use of our services.

1. Background.

Our Services are intended to assist you in producing and distributing your books by means of AI. Spines has embraced AI technologies to speed up the book production process while not compromising on the quality of books. Production, distribution and ancillary services provided by Spines under these Terms shall be referred to as the "**Services**" and will be provided via the **Site** (as applicable). Our Services will be provided, as applicable, subject to the terms of your chosen production plan ("**Production Plan**") and subscription plan ("**Subscription Plan**") (each, a "**Plan**") and/or account you create with Spines via the Site, as set forth herein and further detailed on our Site. For clarification, distribution and ancillary Services are only provided subject to a Subscription Plan.

Your access to the Site and Services is also subject to our Website Terms and Conditions, available at https://spines.com/website-terms-and-conditions/ (the "**Website Terms**"). Capitalized terms not defined in these Service Terms have the meanings ascribed to them in the Website Terms. If there is a conflict between these Service Terms and the Website Terms, these Service Terms will control.

> MORE SIMPLY PUT
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> We use AI to help you to produce and distribute your book. Our services are provided via our website.

2. Modification.

We reserve the right, at our discretion, to change these Service Terms at any time. Changes will be effective upon posting of the revised Terms on the Site, and we will notify you of such changes by email, by a pop-up notice on the Site, or by any other means. Your continued use of the Services following posting of the revised Terms constitutes your acceptance of such changes. If you do not agree to the revised Terms, you must stop using the Services and send us a Cancellation Notice. For clarification, we will not change the content of your Books (as defined below), unless requested by you and subject to these Service Terms. Notwithstanding the above, we will not increase the amount charged to you for production of a Book, or decrease your royalty percentage for such Book, following your purchase of our Services to produce such Book. For clarity, however, we may change pricing or royalties which will apply to future Books, or to future fees for Subscription Plans.

> MORE SIMPLY PUT
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> We may change these terms from time to time. The updated terms apply once posted, and if you keep using our services, you accept them.

3. Ability to Accept Terms.

The Services are intended for individuals who are at least eighteen (18) years old and have reached the age of majority in their jurisdiction of residence and, subject to the conditions below, for Minors (as defined below). By using the Services, you represent and warrant that you meet these requirements and (unless you are a Minor using the Services in accordance with this Section) have full legal capacity to enter into these Service Terms. If you do not meet these requirements, please do not use the Services. If you are under eighteen (18) years old or have not yet reached the age of majority in your jurisdiction of residence (a "Minor"), you may use the Services only with the prior written consent of your parent or legal guardian, who must review and accept these Service Terms on your behalf. By giving such consent, your parent or legal guardian agrees to be bound by these Service Terms and is responsible for your use of the Services and your compliance with these Service Terms, including payment of any Fees, and represents that he or she has the legal authority to give such consent and to accept these Service Terms on your behalf. Spines may request evidence of such consent at any time and may suspend or terminate your access to the Services if it is not provided.

> MORE SIMPLY PUT
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> Our services are for adults. If you are under 18 (or under the age of majority where you live), you can use them only if your parent or legal guardian agrees to these terms for you in advance and in writing, and takes responsibility for your use, including payments.

4. Payments.

4.1 **Fees.** By joining our Services, you agree to pay the fees set out in our pricing page, at https://spines.com/pricing/, as applicable to your chosen Plan(s) (together with any other payments hereunder, the "**Fees**"). The Fees are subject to the following terms:

(i) Unless local regulation requires that the Fees be inclusive of applicable taxes, customs and duties, the Fees are and shall be exclusive of all taxes, customs and duties, which shall be solely borne by you. The cost of shipping (if any) shall be as specified during your subscription process.

(ii) Cancellation of your Plan(s) is subject to our Cancellation Policy available at https://spines.com/cancellation-policy/, as amended from time to time (the "**Cancellation Policy**"). If a material change in the Cancellation Policy occurs, we will provide you with notice of the material change and information regarding how to cancel your Plan(s).

(iii) Fees may be subject to advance or periodic payment (of all or part of such Fees), as set forth during the Plan onboarding process ("**Process**"). We may offer you a periodic payment option of the applicable production Fees when you join a Subscription Plan. All payments under these Service Terms shall be made via the payment method specified during the Process. If not otherwise specified in the Process, Fees are charged instantly.

(iv) It is hereby clarified that we reserve the right to report any unpaid Fees to credit bureaus, and/or otherwise take any necessary action in connection with the collection of unpaid Fees.

(v) Unless terminated in accordance with the Cancellation Policy, Subscription Plans shall automatically renew for successive subscription periods, at the then-current Fees set out at our pricing page, at https://spines.com/pricing/. Spines will send you a reminder by email, before each automatic renewal and each recurring charge, stating the renewal date, the amount to be charged and how to cancel. Spines shall not be responsible for any failure to receive such reminder resulting from an inaccurate or outdated email address in your account or from your email settings. Some jurisdictions do not allow automatic renewals of consumer contracts, so auto renewal may not apply to you, in which case your Subscription Plan shall expire at the end of the then-current Subscription Plan period and shall only renew upon your consent. Following our receipt of your timely Cancellation Notice (as defined in the Cancellation Policy), your Subscription Plan will not renew.

(vi) Revisions of your Books during the production process may be subject to additional payment if the applicable production step was already approved by you. For example, once you have proofread your manuscript and approved the manuscript copy as final, further revisions to your manuscript may be subject to additional payment. In addition, if you request that we replace the currently distributed version of your Book with a new version of the applicable Book, an additional fee shall apply.

(vii) **Revisions and Modification Limits.** Each project includes a reasonable number of revisions per production stage (including, but not limited to, proofreading, formatting, and cover design), as specified in the author dashboard. The revision allowance applies separately to each project and does not carry over between projects. While Spines may, at its sole discretion, accommodate additional revision requests free of charge, Spines reserves the right to assess additional fees for excessive revisions per project. Continued revision requests beyond the standard allotment may be subject to extra charges prior to completion.

(viii) Provided that you have paid the applicable Fees, you will be entitled to submit your Book for production within one (1) year from the commencement date of your Subscription Plan and/or within any other time frame authorized by us in writing following your request ("**Submission Period**"). Following such Submission Period, we will provide our Services only subject to an additional payment of the applicable Fees (at our then-current rates).

(ix) We will apply the discounted fees for subsequent Books submitted by you, as presented at the author dashboard at https://dash.spines.com/ and provided you have joined a Subscription Plan.

(x) We may offer additional ancillary services to you as part of our Services, subject to additional payment, all as set forth on the Site and subject to these Terms. Fees for recurring or other marketing services are charged for the applicable billing cycle or milestone, as specified in the Process. If Spines does not render the marketing services (or the applicable milestone) for a billing cycle, Spines will, at your election, refund the Fees attributable to the services not rendered or credit them to a future billing cycle. Fees for services actually rendered are non-refundable, except as stated in the Cancellation Policy or as required by applicable law.

> MORE SIMPLY PUT
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> Our services are offered for payment. You can cancel your Plan in accordance with our Cancellation Policy. Your Plan automatically renews unless you cancel your Plan in accordance with our Cancellation Policy, and we will email you before each renewal or recurring charge. We may charge you more if you ask us to replace the distributed version of your book with another version. You have one year from when you joined our services to submit your book to our website.

4.2 **Sales Royalties.** Provided that your Subscription Plan is active and the applicable Subscription Plan Fees due have been paid, you are entitled to receive 70% of the Net Sales Royalties (defined below) received by Spines from distribution of your Books, once such Net Sales Royalties exceed, in the aggregate, US $25 (with respect to all of your distributed Books) within the period applicable to your Subscription Plan (which shall be monthly) (such period, the "**Payout Period**"). The term "**Net Sales Royalties**" means gross revenue received by Spines, less any applicable taxes. Net Sales Royalties payment will be calculated in accordance with a periodic sales report we will provide you, if applicable, via the Site with respect to each applicable Book, following the end of each applicable Payout Period (provided that sales have occurred within such Payout Period) (the "**Periodic Sales Report**").

Once Net Sales Royalties have exceeded US $25 in the aggregate (with respect to all of your distributed Books), in order to be entitled to the above royalties you must submit a payment withdrawal request ("**Payment Withdrawal Request**") via the Site. You are permitted to make Payment Withdrawal Requests at any time during the Term and for ninety (90) days thereafter, after which you irrevocably waive your right hereunder to receive payment of the applicable royalties. If applicable, royalty payments will be made, following the processing of your Payment Withdrawal Request, in accordance with the terms set forth in the Periodic Sales Report. We may require you to provide additional documentation if required by applicable law in order to process your Payment Withdrawal Request. We shall be entitled to deduct from the royalties payable to you any sums that you may owe us at any time. Following payment of Net Sales Royalties (if any), your balance will be reset.

> MORE SIMPLY PUT
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> If you have joined a Subscription Plan, we will issue periodic sales reports regarding the sale of your book(s), accessible via the website. After a net amount of US$ 25 is received, you will be entitled to withdraw your royalties. You must withdraw your payments yourself using the website.

5. Materials we provide.

5.1 **Materials.** Any material provided by Spines as part of the Services, including but not limited to any digital (ebook) and/or audio (audiobook) files of your Books and/or any POD files which are pre-

pared by us ("**Materials**"), is owned by us and/or our licensors and may be protected by applicable copyright or other intellectual property laws and treaties. It is hereby clarified that as further detailed in Section 6 below, you retain all of your ownership rights in and to your Books.

5.2 **Use of Materials.** Upon full payment of the applicable Production Fees and subject to your written request, Spines will provide you with the digital (ebook), audio (audiobook) and/or POD files of your Book prepared as part of the Services, and you may use such files without limitation, as further set out in Section 6.2. For clarity, delivery of such files is not provided as a standard part of the Services and shall be made only upon your request. You shall not use any other Materials outside of the Site, unless otherwise approved in writing by Spines or as permitted under Section 6.2.

> MORE SIMPLY PUT
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> We own all rights in the materials we provide to you as part of our services (but you still own your Books). This includes the digital (ebook), audio (audiobook) and POD files that we prepare. However, once you have paid the Production Fees in full, we will give you the ebook, audiobook and POD files of your book if you ask us for them (we don't send them automatically), and you can use them freely. You cannot use our other materials outside of our website.

6. Books you provide.

6.1 **Responsibility.** The Site may permit the submission, hosting, sharing and publishing of digital manuscripts, texts, articles and/or books and/or associated materials provided by you (e.g. book cover images or voice samples) (collectively, "**Book(s)**"). You understand that whether or not such Books are produced and/or distributed, we do not guarantee any confidentiality with respect to any Book. You shall be solely responsible for your Books and the consequences of posting, publishing or uploading them. We have complete discretion whether to produce and/or distribute your Books and we reserve the right in our sole discretion, to monitor, censor, edit, remove, and/or delete any Books posted on the Site at any time and for any reason. It is hereby clarified that following your approval of a Book's publication and/or distribution, no changes, alterations and/or other corrections to a Book shall be permitted, unless agreed by Spines in writing. Spines may require you to pay an additional fee for making such approved changes, alterations and/or corrections, as further set forth in Section 4.1 above.

> MORE SIMPLY PUT
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> We can decide whether or not to publish or distribute the books (or other materials) you submit to our website. We can also decide to remove books posted on the website at any time. Corrections of your book after it has been approved for publication are not permitted, unless we agree to make such corrections (which may be subject to additional changes).

6.2 **Ownership.** You represent and warrant that you own or have the necessary rights and permissions to use and to authorize Spines to use all Intellectual Property Rights (defined below) in and to your Books, and to enable inclusion and use thereof as contemplated by the Site and these Terms. For clarity, you bear all risk with respect to and shall be responsible for obtaining all necessary consents, rights and/or licenses (including paying any applicable royalties), if any, to use the Books (including for the provision and modification of the relevant Book). Spines shall not be liable for any claims of any kind (including copyright, publicity and/or privacy rights or breach of contract claims) made by any third party in connection with your Books, except, with respect to Commissioned Content (as defined in Section 6.5), to the extent such claims arise from content created by Spines or its Writers and not from information, materials or instructions provided by you. "**Intellectual**

Property Rights" means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic. As between Spines and you, **you retain all of your ownership rights in and to your Books**, provided that any Materials provided by Spines to you, including digital files of your Books, shall constitute property of Spines and shall be used by you only in accordance with these Terms. Notwithstanding the above limitation regarding your use of the Materials and/or Section 5.2 above (but always subject to Section 8 below), to the extent that you (i) join a Production Plan; and (ii) pay all applicable Production Fees in full; then you shall be free to use any such Materials without limitation, and upon your request, Spines will make the Materials available to you via the Site promptly following the later of receipt of such payment and your request. Subject to your provision of the necessary information, we will provide you, free of charge, a digital certificate confirming that your Book file was in your possession as of a certain date ("**Digital Certificate**"). Spines provides the Digital Certificate AS-IS, without any warranties and/or representations, express or implied, including without limitation with respect to the accuracy and/or the correctness of such Digital Certificate. Spines shall not be liable for any claims, damages and/or liabilities suffered or alleged to be suffered by you and/or any third party in connection with such Digital Certificate.

> **MORE SIMPLY PUT**
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> You own all IP in your books. This means that you can copy or create derivative works of your books (such as plays or movie scripts), but you cannot use the digital, audio or hard copies we provide as part of the services, for these purposes. We count on you to have all necessary rights in connection with the books and other materials you submit to our website. If you join a Production Plan and pay all applicable Production Fees in full, then you are free to use any files we provide as part of the services. We may offer you, on an "AS-IS" basis, a digital certificate confirming that your book file was in your possession as of a certain date.

6.3 **License to Books.** By submitting the Book to Spines, you hereby grant Spines a worldwide, non-exclusive, royalty-free, license during the Term (and thereafter solely as set out below) to, directly or indirectly, use, reproduce, sell, distribute, modify (as instructed by you), prepare derivative works of, display, and perform the Books in connection with the Site, Services and Spines' business, including without limitation for producing and distributing part or all of your Book (and derivative works thereof) in any media formats and through any media channels, and you hereby waive any moral rights in your Book in connection with such license, to the extent permitted by law. Without limiting the foregoing, and notwithstanding the Term limitations above, you perpetually permit Spines to use your Books to train, fine-tune or improve Large Language Models. You may withdraw this permission at any time, including upon termination of these Terms, by written notice to Spines (including via the Site), whereupon Spines will endeavour to reflect such withdrawal in its future model training, where reasonably practicable thereafter. Withdrawal shall not require Spines to retrain, modify or delete any model trained before the withdrawal takes effect, and Spines does not currently intend to license or disclose your Books to third parties as training data. Following termination, the license granted in this Section 6.3 shall continue only to the extent necessary to (i) maintain and account for copies of your Books already sold or distributed, and complete their removal from distribution channels; (ii) retain archival copies as required by applicable law or for the establishment or defence of legal claims; (iii) comply with Spines' payment and reporting obligations to you; and (iv) use your Books for Large Language Models training as set above.

> **MORE SIMPLY PUT**
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> You agree to give us a license to use your books in connection with our services and business. For example, you agree that we may distribute your book on Amazon or at Barnes & Noble. We may continue to use your book to train AI models even after you leave our services, but you can withdraw AI-training permission at any time, and we will try to reflect your request in our future AI training where practicable.

6.4 **Prohibited Content.** You agree that you will not display, post, submit, publish, upload or transmit a Book that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is inappropriate; (vii) involves theft or terrorism; or (viii) is otherwise malicious or fraudulent.

> **MORE SIMPLY PUT**
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> Do not provide any book (or other content) that infringes other peoples' rights or that is defamatory, pornographic, hateful, racist or otherwise inappropriate.

6.5 **Ghostwriting and Writing Coach Services.** Spines may offer, as part of the Services and subject to payment of the applicable Fees, ghostwriting services (writing, rewriting or developing all or part of your Book on your behalf) and/or writing coach services (guidance, feedback and instruction in connection with your writing) (together, "Writing Services"). Writing Services may be performed by Spines' employees or by independent contractors engaged by Spines ("Writers"), and may be assisted by AI tools. With respect to the Writing Services: (i) any text or other content created for you as part of the Writing Services ("Commissioned Content") shall form part of your Book for all purposes under these Terms; (ii) effective upon full payment of the applicable Fees, Spines hereby assigns to you all of its rights, title and interest, including all Intellectual Property Rights, in and to the Commissioned Content (excluding any Materials and any pre-existing materials of Spines or its licensors), and Spines shall procure that its Writers assign or waive their rights in the Commissioned Content to the same effect; (iii) you may publish the Book under your own name or any pen name of your choosing, and neither Spines nor any Writer shall claim authorship credit in the Book or publicly disclose their involvement in it without your prior consent; (iv) you shall be responsible for the accuracy and lawfulness of all information, materials and instructions you provide for the Writing Services, and Sections 6.2 and 6.4 shall apply to them; (v) you shall review the Commissioned Content and are solely responsible for approving it prior to production or publication; and (vi) writing coach services are provided for guidance purposes only, and Spines does not guarantee any particular result, including that your Book will be completed, published or commercially successful. The scope, deliverables, timelines and number of revisions for the Writing Services shall be as specified during the Process and subject to Section 4.1(vii).

> **MORE SIMPLY PUT**
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> You can buy ghostwriting or writing coach services from us. Our writers (who may be our employees or contractors, and may use AI tools) work for you: once you pay in full, the text they write for your book is yours, you can publish it under your name, and they won't claim credit. You are responsible for the information you give us and for approving the final text. Coaching is guidance only, so we can't guarantee results.

7. Privacy.

We will use any personal information that we may collect or obtain in connection with the Services in accordance with our privacy policy which is available at: https://spines.com/privacy-policy/. You agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy.

8. Warranty Disclaimers.

8.1 Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.

8.2 THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. SPINES HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

8.3 YOU SPECIFICALLY ACKNOWLEDGE THAT SPINES SHALL NOT BE RESPONSIBLE FOR THE BOOKS (EXCEPT AS SET OUT IN SECTION 6.2 WITH RESPECT TO COMMISSIONED CONTENT) AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

8.4 YOU FURTHER ACKNOWLEDGE AND AGREE THAT DUE TO THE NATURE OF OUR USE OF DATABASES AND/OR ARTIFICIAL INTELLIGENCE FOR GENERATING BOOK COVER IMAGES, BOOK COVER IMAGES MAY NOT BE UNIQUE, AND OTHER SPINES CUSTOMERS MAY RECEIVE AND SELECT IDENTICAL OR SIMILAR BOOK COVER IMAGES WHEN USING OUR SERVICES. SPINES DISCLAIMS ANY AND ALL RESPONSIBILITY IN CONNECTION WITH THE USE OF IDENTICAL OR OTHERWISE SIMILAR BOOK COVERS BY DIFFERENT CUSTOMERS.

8.5 YOU CONFIRM THAT CONTENT YOU PROVIDED TO SPINES DOES NOT VIOLATE ANY THIRD PARTY'S PRIVACY OR INTELLECTUAL PROPERTY OR OTHER RIGHTS, AND THAT NO CONTENT ABOUT THIRD PARTIES IS DEFAMATORY. You shall be solely responsible for replying to any third party request and/or complaint in connection with your Book. In the event that Spines receives any such request and/or complaint, it will direct it to you.

> **MORE SIMPLY PUT**
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> We provide our services on an "AS-IS" basis.

8.6 EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, SPINES DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE AND/OR THE SERVICES.

9. Limitation of Liability.

9.1 TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SPINES SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF SPINES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

9.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SPINES FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SERVICES EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO SPINES FOR USING THE SERVICES DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM.

> **MORE SIMPLY PUT**
> We care about our authors but we cannot assume liability for everything. Our liability towards you, in any case, is limited.

10. Indemnity.

You agree to defend, indemnify and hold harmless Spines and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Services; (ii) your Books (excluding Commissioned Content, except to the extent the claim arises from information, materials or instructions provided by you); and/or (iii) your violation of these Terms.

> **MORE SIMPLY PUT**
> If we are sued because of how you used our services, your books, or violation of these terms, you have to pay any damages and also our costs.

11. Term and Termination.

These Service Terms are effective until terminated by Spines or you (the "**Term**"). For clarity, your cancellation of the Subscription Plan constitutes termination of these Terms. Spines, in its sole discretion, has the right to terminate these Service Terms and/or your access to the Services, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). Spines shall not be liable to you or any third party for termination of the Services. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Services in any way, your only recourse is to immediately discontinue use of the Services and send us a Cancellation Notice (as defined in the Cancellation Policy). Upon termination of these Terms, you shall cease all use of the Services. **Upon termination of these Service Terms and/or your Subscription Plan, we will cease providing you with any Services, including any distribution Services. Please be aware, however, that your Books may still appear on certain distribution channels for a certain period of time following such termination, until actually removed by the third party distribution channels (which can be weeks or even months)**. Spines shall bear no responsibility and shall have no liability in connection with any late removal of such Books from the applicable distribution channels following termination of these Service Terms and/or your Subscription Plan. **Please also be aware that in some cases your Books may be offered for sale in the secondary market by third parties**. Spines has no control over this, and shall bear no

responsibility and shall have no liability in connection with any such sale and/or other distribution of your Books in the secondary market. This Section 11 and Sections 5 (Materials we provide), 6.3 (License to Books, to the limited extent stated therein, including the Large Language Models training permission), 7 (Privacy), 8 (Warranty Disclaimers), 9 (Limitation of Liability), 10 (Indemnity), and 12 (Independent Contractors) to 16 (General) shall survive termination of these Terms.

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> We may terminate your use of our services at any time. If you are unhappy with these terms, do not use our services, and send us a cancellation notice. Following termination, your books may still appear on distribution channels for a certain period of time, until removed by them. Your books may also be offered by third parties in the secondary market.

12. Independent Contractors.

You and Spines are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Spines. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Spines.

> MORE SIMPLY PUT
> You and Spines are independent entities.

13. Assignment.

These Terms, and any rights and licenses granted under these Terms, may not be transferred or assigned by you to any third party, but may be assigned by Spines without restriction or notification to you. Any prohibited assignment shall be null and void.

> MORE SIMPLY PUT
> We can assign these terms, without any restriction or notification to you. You cannot do the same.

14. Designated Beneficiary.

14.1 **Designation.** As a condition to using the Services, you must designate in writing, separately from your acceptance of these Terms, one person to succeed to your rights under these Terms upon your death (each, a "**Designated Beneficiary**"). The designation must be made upon creating your account (or, for existing accounts, upon accepting these updated Terms), through any method Spines makes available or accepts, such as your account settings, an email from your account address, or a signed document. Spines may restrict your access to the Services until a designation is made. You may change or revoke your designation at any time; the latest designation received by Spines before your death controls.

14.2 **Assignee.** Following your death, all of your rights and obligations under these Terms will pass, in their entirety, to the person who delivers an Acceptance (as defined below), and is: (a) a Designated Beneficiary; or (b) if you made no designation, or all Designated Beneficiaries have died or declined to act, any person who declares in writing that they are entitled to succeed to your rights (the "**Assignee**"). Such person will be deemed your Assignee for all purposes, as if designated by you. An "Acceptance" is a written confirmation, delivered through any method Spines makes available or accepts (such as an online form, an email, or a signed document), by which such person: (i) accepts

these Terms and assumes all of your rights and obligations under them; (ii) confirms that all declarations made by them under this Section 14 are true and complete; and (iii) agrees to be solely responsible for any Succession Taxes in accordance with Section 14.6.

14.3 Scope. The Assignee will stand in your place under these Terms, including to receive Net Sales Royalties; manage, continue or cancel your Plans; continue the production and distribution of your Books (including Books in production); receive the Materials; and administer and terminate your account. This Section 14 is intended to operate as a nonprobate transfer on death, effective by reason of this contract and not as a testamentary disposition. It does not transfer ownership of the Intellectual Property Rights in your Books, but the license under Section 6.3 will bind your heirs and successors in accordance with its terms.

14.4 Reliance and Discharge. Spines may rely conclusively on any designation, declaration or Acceptance under this Section 14 and has no obligation to verify it or to investigate any will, heir or other claimant. Any action taken by Spines in good faith in such reliance fully discharges Spines from liability to any person. By delivering an Acceptance, the Assignee agrees to defend, indemnify and hold harmless Spines against any claim by any other person relating to the Assignee's declarations or to the succession under this Section 14. If Spines receives competing claims or a written objection, it may suspend any action until the matter is resolved by agreement or court order, and may, at its discretion, require a court order before acting.

14.5 No Assignee. If Spines learns of your death and no Assignee has come forward, Spines may, at its discretion, terminate these Terms, remove your Books from distribution, and hold or remit any unpaid amounts in accordance with applicable unclaimed property laws, without further liability.

14.6 Taxes. Nothing in this Section 14 makes Spines an heir, beneficiary, executor, personal representative or trustee of your estate, and Spines acts solely as a service provider under these Terms. To the extent Spines is nevertheless deemed, under the laws of any jurisdiction, to hold, transfer or receive any part of your estate, or is otherwise subject to any estate, inheritance, succession, gift, income or other tax, duty or reporting obligation arising from your death or from the succession under this Section 14 (collectively, "**Succession Taxes**"), the Assignee shall be solely responsible for and shall pay all such Succession Taxes, and shall indemnify and hold harmless Spines from any Succession Taxes and related interest, penalties and costs. Spines may withhold or deduct any Succession Taxes, or any amounts it reasonably determines may be required to be withheld, from any amounts payable to the Assignee or held under Section 14.5, and may require the Assignee to provide any tax documentation before making any payment

> **MORE SIMPLY PUT**
> When you open an account, you must name someone to take your place if you pass away. Whoever on your list contacts us will manage your books, plans and royalties, exactly as you would. If you didn't name anyone, or no one on your list can act, whoever sends a signed declaration can take your place. We don't have to check whether they're right, and they must cover us if someone else complains. We are not your heir, and the person who takes your place is responsible for any taxes.

15. Governing Law.

These Terms and the relationship between you and Spines shall be governed by and construed in accordance with the laws of Delaware, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in Delaware and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that Spines may seek injunctive relief in

any court of competent jurisdiction. YOU AND SPINES EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO A TRIAL BY JURY.

ALL CLAIMS AND DISPUTES THAT ARE BASED UPON, ARISE OUT OF, OR RELATE TO THESE TERMS OR THE SERVICES MUST BE LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE AUTHOR OR USER CANNOT BE LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER AUTHOR OR USER.

> **MORE SIMPLY PUT**
> The law and courts of Delaware apply here. Claims against us can only be brought individually, not as a class action, and without a jury.

16. General.

These Terms, together with the Website Terms, shall constitute the entire agreement between you and Spines concerning the Services. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. All headings and summaries of the clauses of these Terms are included for convenience purposes only and are, by their nature, incomplete, and should not be relied upon in the interpretation of these Terms. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

> **MORE SIMPLY PUT**
> If you have a claim against us in connection with the services, bring it up within one year.

Last updated: November 2026