

## General Terms and Conditions of Service for Authors

Updated [February 13, 2017]

### 1. Overview

- 1.1 Key Content, S.L., incorporated in Spain, whose registered office is situated at Avda. Chopos 8, 1º - 48992 Getxo and holder of the Spanish Tax Identity Number B-95713442 (“Key Content”) provides through [www.morethanwriters.com](http://www.morethanwriters.com) (the “Website”) an online service platform that offers writers, translators, editors and other related professionals (individually, “Author”) opportunities to write, translate, edit, create and/or produce, as applicable, texts (“Written Content”) on the subject and in the manner requested by Key Content by means of an Order (as defined below) based on the requests of its clients (“Clients”), in return for a fee whenever such Written Content is accepted by Key Content subject to the prior acceptance of the same by its Clients.
- 1.2 Key Content is fully authorized to manage and use the Website with no limitations. Any provision, representation or obligation regarding these terms and conditions shall only and solely apply to Key Content. Author’s commercial relationship is only with and strictly limited to Key Content. Author waives any right to any claim to any third party.
- 1.3 These terms and conditions (“Ts&Cs”), as updated, shall apply to any agreement between Key Content and Author for the supply by Author to Key Content of Written Content upon Author’s express or implied acceptance of an Order. These Ts&Cs shall not need to be expressly referenced in the Order. Author shall be bound by these Ts&Cs from the moment he/she agrees to them upon his/her registration as an Author in the Website.
- 1.4 Except for mutually agreed upon technical and commercial terms that are specific to each particular Order, no inconsistent, conflicting or additional term or condition in any document shall be applicable to any relationship between Key Content and Author and these Ts&Cs shall exclusively govern.

- 1.5 Author is an independent contractor that whenever engaged by Key Content for the supply of any particular Written Content will be compensated by Key Content for its work in accordance with these Ts&Cs. Key Content may then license the Written Content to its Client or any other third party under its sole discretion.
- 1.6 Author agrees and acknowledges it shall not have any use or exploitation rights (including publication rights) in relation with supplied Written Content. Key Content and/or its Client or any third party to which the supplied Written Content was licensed by Key Content under these Ts&Cs may freely decide not to publish the supplied Written Content without stating the reasons for such decision, and if published, they reserve the right to cancel such publishing at any time.
- 1.7 Author agrees and acknowledges that further to the General Terms and Conditions for Clients set forth in the Website, in certain cases Clients may have the right to reject Written Content requested to Key Content. Consequently, Key Content reserves the right to reject any Written Content supplied by Author. The non-acceptance of Written Content by a Client or Key Content will result in Author's forfeit of his/her right to payment.
- 1.8 Author has no right to disclose, publish or distribute in any way the instructions or specifications set forth in an Order without the prior written authorization of Key Content, and agrees to keep in strict confidence all information contained in an Order, including without limitation the identity and related request of any Client.

## **2. Registration**

- 2.1 To serve as an Author to Key Content, access the Website as such, view certain contents, participate in the work offers and/or eventually obtain Orders for the supply of Written Content, Author must register through the Website [or another method provided for by Key Content] and apply for an Author's account ("Account"). To register, Author must complete the online form set forth therein for that purpose, providing information such as name, address, e-mail address, payment information, Pay-Pal account address, among other. By registering, Author accepts all Key Content's General Terms and Conditions of Service for Authors in force at the moment of registration. Author represents and warrants

that all provided information is accurate, current, valid, complete and true. Author agrees to keep such information up-to-date.

- 2.2 The registration process shall be complete upon (i) Key Content's verification of the e-mail address provided by Author, and (ii) a satisfactory qualification of Author's writing skills discretionally determined by Key Content based on an evaluation of Author's writing abilities. For such purpose, Author shall be requested to undergo a quality test, which may consist in the creation of new and original pieces of written content related to one or several topics as discretionally determined by Key Content.
- 2.3 The performance of such test by Author does not entitle Author to any payment by Key Content in relation with produced written content, and tacitly authorizes Key Content to use the same for the purposes of the registration process. Unless otherwise indicated, Key Content shall use such material solely for the purposes of the registration process and not for publication or sale to Clients, in which case Author must be previously informed and these Ts&Cs shall apply.
- 2.4 Upon completion of the registration process, Key Content may open an Account for Author on the Website.
- 2.5 Author may modify its registration information at any time, as necessary.
- 2.6 Author's Account, which enables Author's to receive work offers and access to the online service platform and related opportunities, shall have an indeterminate duration and both Author and Key Content may cancel it in accordance with the provisions set forth in paragraph 11 of these Ts&Cs.
- 2.7 Author agrees and acknowledges it has no right to be registered with the Website, and/or granted with an Account. Key Content reserves the irrevocable right to discretionally accept or reject any Author registration request, suspend (temporarily or permanently) or cancel an Author's Account at any time and without prior notice or any liability whatsoever towards respective Author.

### **3. Orders and Ordering Process**

- 3.1 Whenever a Client submits a request to Key Content for the production of a given text and/or any content, Key Content may assign the production of all or part of

such content to one or more Authors, indistinctly, or to whomever at Key Content's entire discretion appears to be most qualified for the performance of the requested work.

- 3.2 Key Content will inform of such request for the supply of Written Content to (i) all Authors ("Open Orders"), (ii) a specific group of Authors ("Group Orders"), or (iii) a selected Author ("Direct Order"), through e-mail or any means available on the Website. Upon such informing of the request, Key Content will specify the requirements for such content, including without limitation: its theme, length, style, keywords, language, desired level of quality, estimated fee, deadline/timeframe for delivery and any relevant Client information, specific instruction or condition, if applicable ("Order").
- 3.3 Authors shall have a maximum timeframe to accept a Direct or a Group Order, after which if not accepted, Key Content may re-submit it to another Author or Authors. Key Content may withdraw the Order until its acceptance by an Author. Authors are required to confirm acceptance of a placed Order in writing [through the same means by which the Order was published by Key Content], as applicable. For clarity it should be noted that there is no direct contract formed between the Client and Author.

#### **4. Quality and Timely Delivery of Written Content**

- 4.1 Once an Order has been accepted by Author, Author should proceed to produce the Written Content according to the specifications provided in such Order. The produced Written Content shall be submitted to Key Content for its approval by the means indicated in the Order, such as e-mail or a Website messaging system.
- 4.2 Author shall submit the corresponding Written Content for approval on or before the deadline indicated in the Order.
- 4.3 The supplied Written Content shall comply in full with the specifications of the Order.
- 4.4 Failure to deliver the requested Written Content in due time or in accordance with the specifications of the Order for any cause attributable to Author shall be considered a breach of its obligations under these Ts&Cs and its commercial

relationship with Key Content, and possible of the consequences indicated therefor by applicable law. Such failure shall mean Author forfeits its right to payment for the supply of the requested Written Content. Author shall be fully liable for any damages incurred by and any claims from Clients to Key Content consequent of his/her untimely or unsatisfactory delivery of Written Content to Key Content.

- 4.5 In the event that difficulties are encountered or envisaged by Author for the proper and/or timely delivery of the requested Written Content, Author is obliged to immediately contact Key Content and report the respective situation.
- 4.6 Upon a Client's request, Key Content may change the specifications and guidelines set forth in the Order, provided that such modification is requested by Key Content to Author during the first half of the total time initially agreed for delivery of the requested Written Content. Any request for modifications which surpasses such timeframe shall tacitly extend the delivery deadline by a period equal to the time which has elapsed since the initial request was made. Author's refusal to comply with such modifications shall mean Author forfeits his/her right to payment for the supply of the requested Written Content.

## **5. Ground Rules**

- 5.1 Author may not submit any Written Content which: is harmful to minors; advises, advocates, incites, instructs, contributes to or otherwise foments violence or any other illegal activity; infringes or violates the copyrights, patents, trademarks, service marks, names or trade secrets, or any other intellectual property rights or rights to privacy or publicity held by third parties or Key Content; seeks to confuse, is essentially false, misleading or inaccurate; promotes, engenders or comprises inappropriate, harassing, abusive, immoral, defamatory, libelous, threatening, aberrant, obscene, indecent, vulgar, pornographic or otherwise unacceptable or illegal activity or content.
- 5.2 Author agrees to submit only their own, carefully written, texts for which they hold all rights of use and exploitation. The use of text generators or automatic translation tools is not permitted.

- 5.3 In case of any breach of the obligations under this paragraph 5, the provisions set forth in paragraph 7.2 shall apply.

## **6. Use and Exploitation Rights' Transfer**

- 6.1 Property rights on Written Content shall be transferred from the Author to Key Content upon the former's submittal or delivery of such Written Content (regardless if completed or parts) to the latter. Key Content accepts and shall own all rights relating to the Written Content, including but not limited to the sole and exclusive rights of reproduction, distribution, rental, exhibition, publication, presentation, communication, storage, transmission, processing, transformation, modification, creation, creation of derivative works, inclusion, editing, adaptation, and licensing, in all their forms and, in general, any kind of exploitation thereof which may take place by any means known or unknown, upon the Author's submittal or delivery to it. Key Content reserves the exclusive right to register copyright of such Written Content in the name of Key Content or any Client and/or licensee of Key Content.
- 6.2 The production and delivery of the Written Content shall also tacitly waive any right, including without limitation any moral or personal right, held by Author to be cited as author of the respective text.
- 6.3 The transfer of rights shall apply regardless of whether any third parties – in particular Key Content Clients – are permitted to use the Written Content for their benefit in return for payment or free of charge.

## **7. Entitlement to Transfer Rights**

- 7.1 Author guarantees that he/she is the sole owner of the rights of intellectual property, use and exploitation of the concerned Written Content and that, consequently, he/she is fully entitled to transfer to Key Content all rights under paragraph 6 of these Ts&Cs. Author also represents and guarantees that the supplied Written Content does not infringe the rights of any third parties.
- 7.2 Failure to comply with the foregoing paragraph on the part of Author gives Key Content the right, at any time, even after having approved and accepted the

Written Content or paid Author, to reject the Written Content, to demand corrections and to enforce any rights and claims applicable against Author by virtue of these Ts&Cs and applicable law. Any payment made by Key Content to the Author in virtue of the defective Written Content, shall be immediately fully reimbursed to Key Content plus applicable default interest. Furthermore, Author shall fully indemnify Key Content against any claims and expenses which may be incurred thereby due to any breach by Author.

## **8. Written Content Acceptance; Corrections**

- 8.1 Key Content shall only deem to accept the Written Content if so notified in writing by it to the Author.
- 8.2 Should the Written Content supplied by Author not conform to the specifications of the Order, be defective, untimely or inaccurate in any way, Key Content reserves the right to (i) request Author to carry out corrections within the timescale it stipulates therefor, (ii) carry out the corrections at the expense of Author, or (iii) reject the Written Content, rescind the Order and terminate the related commercial relationship with Author. Key Content holds full discretion on the acceptance or rejection of any Written Content. Author agrees and acknowledges that final acceptance by Key Content of the Written Content is subject to Client's acceptance of the same, and that Client may also request Key Content to request revisions or modifications to the Written Content. Final acceptance or not by Key Content of any submitted Written Content or revision of the same shall be communicated to Author.
- 8.3 Author agrees and acknowledges Key Content's lack of obligation to accept his/her Written Content and that he/she does not hold any right to demand acceptance of its Written Content.
- 8.4 Author shall be informed of the reasons for rejection of the Written Content.
- 8.5 After rescinding the Order, Key Content may reassign the same to another Author.

## 9. Compensation and Payment

- 9.1 Author shall be entitled to receive the compensation agreed upon in the Order upon completion of the Order, delivery of the Written Content and acceptance of such by Key Content (and its respective Client, if applicable).
- 9.2 Author's compensation shall be solely as set forth in the Order.
- 9.3 Compensation set forth in an Order may be determined by Key Content by: (i) a fixed amount, or (ii) a fixed amount per word, multiplied by the number of words in the accepted text with a certain word/amount limit.
- 9.4 Author shall bear responsibility for any taxes arising from payments in relation with any service provided under these Ts&Cs.

## 10. Payment Timescale

- 10.1 Payments of agreed compensation shall be made on the timescale provided for in the following paragraph, once Key Content has confirmed acceptance of the Written Content [and upon Key Content's receipt of payment by the Client for such Written Content].
- 10.2 Payment shall only be due upon presentation of the corresponding invoice by Author.
- 10.3 Payments shall be made through the method specified in the Order, or any other agreed upon in writing by Key Content and Author, including, bank transfers, Pay-Pal or any available Website payment system, among other.
- 10.4 Author shall provide Key Content with a valid bank or Pay-Pal account information in the name of Author into which to make the transfer. Failure to provide such information may result in delay or forfeiture of payment.
- 10.5 As a general rule, transfers of the invoiced amount shall be made at Key Content's option to any of the indicated accounts, in euros on the last day of the month following the month of receipt of Author's receipt. If such date is a holiday, the transfer shall be made on the following business day. The time of receipt into the account specified by Author is subject to the conditions of the accounts concerned. Key Content reserves the right to make payment at a later date if there

is good reason or in an event of force majeure. Author or receiver, if different, shall bear all fees and costs arising out the funds' transfer.

## **11. Cancellation of Author's Account**

- 11.1 Both Author and Key Content may cancel Author's Account at any time without giving reasons.
- 11.2 Any breach of these Ts&Cs or of applicable law by Author shall give rise to the immediate cancellation of Author's Account, and, upon Key Content's sole discretion, suspension or termination of any ongoing Order and ban of Author from the Website's platform.
- 11.3 Upon cancellation of an Author's account, Key Content shall notify the Author of such cancellation via e-mail, remove all login details and other personal information corresponding to Author.

## **12. Confidentiality**

- 12.1 As regards third parties, Author shall treat as confidential any information to which they have access through their relation with Key Content and undertakes to:
  - 12.1.1 Use this information in a confidential manner.
  - 12.1.2 Never disclose or communicate the information provided.
  - 12.1.3 Prevent copying or disclosure of this information to others.
  - 12.1.4 Restrict their employees' and subcontractors' access to the information, to the extent reasonably necessary for fulfilment of the agreed tasks.
  - 12.1.5 Never use the information or parts thereof for purposes other than the performance of services agreed upon with Key Content.
  - 12.1.6 Author shall be liable for any breach of this obligation, either by them or their employees or subcontractors.

## **13. Client Contact**

- 13.1 Author agrees and acknowledges that attempting to establish a business relationship independently of Key Content with any Client thereof is prohibited,

and that Author has no right to directly or indirectly contact Clients other than through Key Content.

- 13.2 Any attempt by Author to contact a Client, shall result in the cancellation of Author's Account, and, upon Key Content's sole discretion, suspension or termination of any ongoing Order and ban of Author from the Website's platform.
- 13.3 Author will be obliged to pay to Key Content a €5,000.00 (five thousand euros) penalty fee for any and each attempt to contact a Client, in addition to any further compensation owed for damages and loss of profits and goodwill to Key Content. This provision shall apply during the period Author remains registered as such on the Website until a minimum period of two years after termination of such registration, regardless of the cause of the same.

#### **14. Updates and Modifications to these General Terms and Conditions**

- 14.1 Key Content reserves the right to update and amend these Ts&Cs at any time at its own discretion by posting the updated Ts&Cs on its Website, and informing registered Authors of such update by e-mail to Author's e-mail address listed in the respective Author's registration Account or by the Website messaging system, if applicable.
- 14.2 The updated Ts&Cs will be effective upon posting such updates on the Website, and in relation with registered Authors, if Author has raised no objection in writing or de-registered from the Website as an Author within [seven calendar days] after receipt of the update notice, it shall be deemed that Author accepts the new Ts&Cs, which shall be deemed effective as of the date indicated by Key Content in the updated Ts&Cs and applicable to any ongoing Order. In the event Author objects to accept the updated Ts&Cs, Key Content shall be entitled to terminate any relationship between the parties with immediate effect and de-register Author from the Website, without any liability whatsoever towards. Orders accepted before the change in the Ts&Cs shall be governed by the Ts&Cs in effect at the time of acceptance and Author shall be obliged to comply with the Order as accepted.

## **15. Username and Password**

- 15.1 Authors agrees and acknowledges that if Key Content by means of its Website provides Author any login/user name and password, such information shall remain the sole and exclusive property of Key Content and will only be provided to Author as a revocable license. Author shall keep the same confidential.

## **16. Warranty Disclaimer**

- 16.1 The services of the online platform made available by the Website, the use of the online platform and all opportunities offered by Key Content contained therein are provided on an 'as is, as available' basis without warranty of any kind, either express or implied, including but not limited to, any implied warranties of fitness for a particular purpose, quality, suitability, truth, accuracy or completeness, title, or non-infringement other than those which are implied by and incapable of exclusion, restriction or modification under applicable law.
- 16.2 Author expressly agrees that use of the Website, its online platform or any of the services contained therein or related service is at Author's discretion and at its own and sole risk. No oral or written information or advice given by Key Content, or the employees or affiliates of Key Content shall create or imply a warranty or in any way increase the scope of liability of Key Content. Key Content is not responsible to Author for any transmission problems of downloaded or otherwise used content of the Website or any form of Website downtime. Key Content does not warrant that the online platform service will be uninterrupted, timely, secure, or error-free or that defects in or on the same will be corrected. Author also acknowledges and agrees that it will be solely responsible for any damage to its computer system or loss of data that results from the download or use of material or data which you may find in or on the Website's online platform.

## **17. Liability Limitation**

- 17.1 In no event will Key Content or its members, managers, officers, employees, agents affiliates, and assigns of same be liable to Author, or any other third party

for- any direct, indirect, incidental, punitive, or consequential, damages, including, without limitation, damages for loss of profits or goodwill, business interruption, loss of programs or information, and the like, arising out of the use of or inability to use the website, its online platform, the services or any information, or transactions provided or offered on this website or downloaded from the same, whether such liability is asserted on the basis of contract, tort or otherwise, even if Key Content or its authorized representatives have been advised of the possibility of such damages, or- any claim attributable to errors, omissions, or other inaccuracies in or on this website and/or online platform, the services and/or listings or information downloaded, provided, or offered through this website and/or online platform.

- 17.2 This website is only a platform. Each registered Author on or with this website is solely responsible for its own account, profile and content. Also, each Author is solely responsible for the quality, accuracy and legality of its Written Content.
- 17.3 Key Content, its members, managers, officers, employees, agents' affiliates, and assigns of same are in no way responsible for any of Author's Written Content sent or submitted through the Website. This website is in no way responsible for any consequence(s) if any of Author's Written Content are rejected or denied according to this website's standards or discretions or if Author's texts or articles are not published later.

## **18. Indemnity**

- 18.1 Author agrees to defend, indemnify, and hold harmless Key Content, its officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, liabilities, and other costs, including, without limitation, reasonable legal, attorneys' and accounting fees, reasonably incurred in the defense of any claim or suit arising out of or otherwise related to these Ts&Cs, including, without limitation, any breach by Author of these Ts&Cs. Key Content will promptly notify Author by e-mail of any such claim or suit, and cooperate fully, at your expense, in the defense of such

claim or suit. Key Content may participate in the defense of such claim or defense at its own expense, and choose its own attorney or other legal counsel, but is not forced or obligated to do so.

## 19. General Provisions

- 19.1 The location for the performance of all obligations arising from these Ts&Cs shall be the registered office of Key Content.
- 19.2 This Agreement shall be governed by and applicable law shall be Spanish law.
- 19.3 For any present or future litigation resulting from the relationship between Key Content and Author, the parties shall submit their claims to the Courts of Bilbao, Spain. Key Content shall also be entitled to make claims in the jurisdiction of the domicile of Author.
- 19.4 Should one or more of the provisions hereof become, now or in the future, ineffective or unenforceable, this shall not affect the validity of the remaining provisions of these Ts&Cs.
- 19.5 The language of these Ts&Cs is English.
- 19.6 Any notice required to be given under these Ts&Cs to Author may be provided by e-mail to the e-mail address informed by Author upon registration, by a general posting by Key Content on the Website or by the Website's messaging system.
- 19.7 Any notice required to be given under these Ts&Cs to Key Content may be provided by e-mail to the e-mail address indicated by Key Content herein: [info@key-content.com](mailto:info@key-content.com)
- 19.8 These Ts&Cs constitute the entire agreement between Key Content and Author with respect to Author's registration Author's Account, offers of Orders and the supply of Written Content, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matters. No amendment to or modification of these Ts&Cs shall be binding unless in writing and signed by both parties. You acknowledge, represent and warrant that you have read these Ts&Cs and agree to be bound by them as part of and in consideration of using this Website and, if you have registered, of your registration as an Author on this Website.

19.9 You can view the Website's terms of use and privacy policy by going to the Website and clicking on the "Legal" and "Privacy" link. Please read the Terms of Use and Privacy Policy in full before accessing and or using this Website.