

Terms of Service for Book Authors

THIS AGREEMENT is made between

The author ("Author" or "you") registered via the sciendo.com website ("Site") and

De Gruyter Poland Sp. z o. o., with offices at ul. Zuga 32A, 01-811 Warsaw, Poland, entered into the National Court Register kept by the District Court of Warsaw under number KRS 0000055478, VAT number PL 9521878738, having a share capital of PLN 1,905,000, trading under the name Sciendo ("Sciendo" or "we").

This Agreement ("Agreement") describes the rights and responsibilities of the Author and Sciendo. Sciendo will host, distribute, sell and market your book ("Basic Services") and may offer you additional production, editorial, marketing services ("Additional Services"). You may select the services that you need.

By registration at, access to and use of the Site you accept the terms of the Agreement. If you do not agree with the terms contained in this Agreement, do not use the Site.

§ 1. OBLIGATIONS OF SCIENDO

1. **BASIC SERVICES.** Sciendo will provide the solutions and services listed in Clause 1.3 (collectively, the "Basic Services") in accordance with the terms and conditions of this Agreement, for the book or books as set out during registration at sciendo.com ("Book"). Sciendo provides the Basic Services free of any charge, unless the Author has chosen to offer all readers access to the electronic version of the Book free of any charge. In the latter case, Sciendo will start to provide the Basic Services within 14 days of the payment of all the charges as set out in Clause 3.4 for the Basic Services.
2. **ADDITIONAL SERVICES.** The Author can choose any or all of the additional solutions and services listed in Clause 1.4 (collectively, the "Additional Services") in accordance with the terms and conditions of this Agreement. Unless the parties agree otherwise, Sciendo will provide or – for the Marketing Extra Package – start to provide the selected Additional Services within 45 days of the payment of all the charges as set out in Clause 1.4 for all the selected Additional Services. If the Author has not paid that amount on time, Sciendo can withhold the provision of the selected Additional Services until such time as that amount is paid.
3. **BASIC SERVICES.** Sciendo will provide these Basic Services:
 - A. **TECHNOLOGY SOLUTIONS**
 - a. Book webpage,
 - b. hosting and distribution platform on which the Book will be accessible;
 - B. **SERVICES**
 1. **PRODUCTION**
 - ELECTRONIC COPY
 - a. generation of DOI numbers for the Book and the Book chapters, if any,

- b. creating metadata in XML format (data necessary to put the Book online and setup print-on-demand in the system),
- c. ISBN registration;

PRINTING

- d. print on demand and delivery to a Book buyer;

2. MARKETING

INDEXING

- a. arranging for indexing by A&I services (it applies to services that cover books),
- b. indexing by Google and other search engines;

FULL-TEXT DISTRIBUTION (points c-f apply only to Open Access books)

- c. distribution to libraries through an online platform,
- d. arranging for coverage by full-text repositories,
- e. arranging for coverage by discovery services,
- f. setting terms for document (Book chapter) delivery companies, and serving these companies,
- g. long term preservation services;

3. SALES

PRINTED BOOKS

- a. print on demand and delivery to a Book buyer,
- b. creating files necessary for print on demand;

EBOOKS

- c. managing sales (the granting of access) through libraries, content aggregators and other institutional sales channels,
- d. providing librarian support (addressing librarians' questions and comments);

4. CONSULTING

- a. Sciendo Style Guide for authors.

4. **ADDITIONAL SERVICES.** Sciendo shall provide for the Book these Additional Services at the discretion of the Author and in consideration of the charges as set out below (the Additional Services are selected during registration and after registration by e-mailed order), including Value Added Tax (VAT):

PRICE LIST	CHARGE PER	EURO GROSS	INVOICED
PRE-PUBLICATION SERVICES			
PRODUCTION			
Adding DOIs and ISBN to the book file provided by the author	book	18.45	per job in advance
ePub version of the book	page	0.49	per job in advance for an estimated number of pages
mobi version of the book	page	0.49	per job in advance for an estimated number of pages
Typesetting and proofreading in contact with book author or with book editor for edited volumes	page	12.30	per job in advance for an estimated number of pages
Adapting standard layout and cover design	book	36.90	per job in advance
Providing new layout and cover design	book	861	per job in advance

One print-run (any number of copies) delivered to book author (available only if Sciendo created a PDF for print on demand)	<i>quoted separately*</i>		per job in advance
EDITORIAL			
Copyediting & language editing - level 1 (light edit)	page	4.31	per job in advance for an estimated number of pages
Copyediting & language editing - level 2 (medium edit)	page	5.54	per job in advance for an estimated number of pages
Copyediting & language editing - level 3 (heavy edit)	page	9.84	per job in advance for an estimated number of pages
POST-PUBLICATION SERVICES			
MARKETING			
INDEXING			
Arranging for indexing by A&I services (to the extent they cover books)	book	615	per job in advance
MARKETING EXTRA PACKAGE			
Mailing to cited authors	per book per 12 months	1,230	per 12 months in advance
Social Media posts			
Bookmark design and print			
Press release for the book (Book Announcement)			
Interview with book author			
Google AdWords campaign			
AMENDMENT TO THE CONTENT AND/OR COVER			
Amendment to the published online files provided by the author/editor	book	350	per job in advance

** quote depends on number of pages, paperback/hardcover, paper type*

§ 3. OBLIGATIONS OF AUTHOR

The Author hereby undertakes and agrees with Sciendo to:

1. supply to Sciendo the Book content according to the requirements set out in Clause 4.
2. set the Book price as defined in Clause 6.
3. supply to Sciendo information necessary - in the opinion of Sciendo - to be placed on the Book homepage at the Sciendo website or to be delivered to libraries, full text distributors and repositories, open access directories, and abstracting and indexing services.
4. pay to Sciendo the charge of 615 EUR or 615 USD (the EUR rate will apply unless the USD rate is chosen during registration) gross (including VAT) per book for the Basic Services, if you have decided that readers will have access to the electronic version of the Book free of any charge, according to the following rules:
 - a. Sciendo issues the invoice within 21 days from the conclusion of this Agreement. The Author pays the invoice not later than in 7 days from its date.
 - b. All banking expenses associated with the payment of these charges will be borne by the Author.
 - c. Payments made by the Author shall be applied toward the Basic Services charge before they are applied toward the Additional Services charges.
5. pay to Sciendo the charges for the selected Additional Services, according to the following rules:
 - a. Sciendo issues invoices as provided in Clause 1.4:
 - (i) for the Marketing Extra Package per 12-month period in advance, within 7 days from this Agreement date or a later date that such package is selected, or
 - (ii) per job in advance, within 7 days from this Agreement date or a later date that the relevant service is selected, where appropriate based on Sciendo's reasonable

estimate of the number of Book pages; in the case of such estimate, if the job actually consisted of more or less pages, Sciendo issues accordingly either an additional or a correcting invoice in 7 days from the date on which the job was done.

- b. The Author pays the invoice not later than in 7 days from its date.
- c. All banking expenses associated with the payment of these charges will be borne by the Author.

§ 4. CONTENT REQUIREMENTS

1. **FORMATTING.** You must provide to us, at your own expense, the Book in epub and mobi formats, as well as in pdf format for print-on-demand. Sciendo will not accept, can withdraw or correct formatting of the Book files, if they do not meet our requirements as defined in the Sciendo Style Guide attached below.
2. **CONTENTS.** Sciendo will publish the Book as it is and will not edit its contents. Sciendo will publish the Book if it does not violate this Agreement, and especially your warranties as defined in Clause 9.

§ 5. BOOK REMOVAL

1. Sciendo may, by notice to you given within 21 days of being provided with Book contents, decide not to publish (reject) the Book for any reason, and no reason need be provided. In this case, you shall owe Sciendo only the charges for the Additional Services relative to the rejected Book that have been provided prior to such rejection; if, however, Sciendo's decision is not due to a circumstance for which you are liable, you shall owe Sciendo no charges relative to that Book. For instance, the Book will be rejected due to a circumstance for which you are liable if - in Sciendo's opinion - the technical quality of the files is not satisfactory, the quality of the contents of the Books is not sufficient or the Book includes illegal content (pornographic, offensive, plagiarized etc.). If the only Book(s) covered by this Agreement are rejected, this Agreement shall terminate.
2. Also, the Author can decide to unpublish the Book for any reason, by notifying Sciendo by e-mail. In 30 days from such notification, Sciendo will remove the Book from its Site and have it removed from distributors' sites. If the only Book(s) covered by this Agreement are so unpublished, this Agreement shall terminate upon the lapse of that 30-day time-period.

§ 6. BOOK PRICE

1. The Author must provide Sciendo with the list price for each Book ("List Price"). The pricing scheme given as an attachment to this Agreement ("Pricing Scheme") has additional requirements for List Prices that you must comply with. To the extent that you fail to comply with this Clause 6.1, Sciendo may set the List Price in accordance with those requirements and Clause 6.2.
2. You can set the List Price either in USD or in EUR. The minimum List Price for an ebook is 5 USD or 5 EUR. The minimum List Price for paperback print-on-demand books will not be lower than 20 EUR or 20 USD and for hardcover print-on-demand books not lower than 30 EUR or 30 USD. The maximum List Price for ebooks and print-on-demand books is 500 USD or 500 EUR.
3. We and our distributors may sell the Book using multiple currencies. When we do, we may convert the List Price you submit to other currencies at an exchange rate we reasonably determine. We may periodically update the converted List Price in order to reflect current exchange rates.

4. You acknowledge and accept that Sciendo and its distributors can set sales prices lower than the List Price. This may be done for promotional purposes, for a period of time. Sciendo will seek your permission for such price promotions. However, the distributors are free to decide if and when they want to offer such discounted sales price, and to set such discounted sales price.

§ 7. ROYALTIES

1. If you are not in breach of your obligations under this Agreement, for each Book sold by Sciendo or its distributors Sciendo will pay you the royalty ("Royalty"). Sciendo will pay the Royalty 60 days following the end of the calendar quarter during which the sales were made. At the time of payment, we will make available to you a report detailing sales of the Book(s) and corresponding Royalties. If we pay you in a currency other than USD or EUR, we will convert the Royalties to the payment currency at an exchange rate we reasonably determine, which will be inclusive of all fees and charges for the conversion.
2. We may require you to provide certain information or to register a valid bank account or a Paypal account while registering at sciendo.com in order to receive Royalty payments, in which case we will not be obligated to make Royalty payments to you unless you do so. We may establish other payment policies from time to time, such as minimum payment amounts for different payment methods and check fees.
3. We can withhold Royalties and offset them against future payments, if:
 - a. you owe us money for the Basic Services or Additional Services,
 - b. a third party asserts that you did not have all rights required to make the Book available through Sciendo; we may hold all Royalties due to you until we reasonably determine the validity of the third party claim; if we determine that you did not have all of those rights or that you have otherwise breached your representations and warranties, we will not owe you Royalties for that Book and we may offset any of those Royalties that were previously paid against future Royalties, or require you to remit them to us,
 - c. we terminate this Agreement because you have breached your representations and warranties; you forfeit all Royalties not yet paid to you.
4. Sciendo and its distributors are responsible for collecting and remitting any and all taxes imposed on their respective sales of the Book to customers. You are responsible for any income or other taxes due and payable resulting from payments to you under this Agreement. Accordingly, unless otherwise stated, the amounts due to you hereunder are inclusive of any taxes that may apply to such payments. We maintain the right, however, to deduct or withhold any and all applicable taxes from amounts we owe you, and the amounts due, as reduced by those deductions or withholdings, will constitute full payment and settlement to you. The Royalty will include VAT, if the Author is the taxpayer, or will be decreased by the VAT that Sciendo must pay as a taxpayer of such Royalty.
5. Sciendo pays the Author 70% of the net proceeds from all sales ("Net Revenues"). Net Revenues shall mean sales price paid and received less payment processing fees, retailers' and other distributors' discounts, print-on-demand costs and delivery fees, costs due to erroneous or fraudulent transactions, credit card charge-backs and associated fees, refunds, bad debt, and any VAT, sales or other taxes charged to a customer or applied with respect to sales to a customer, as well as manufacturing and shipping costs for print-on-demand Book sales.
6. The payment threshold is 10 USD or its equivalent in other currencies. If the accrued Author aggregate earnings are less than this amount, Sciendo will delay payment until such quarterly period as the total earnings due meet the threshold.

7. Sciendo collects tax certifications from all authors and publishers and withholds all required taxes. For authors, the automatic withholding rate is 20%. Many countries have tax treaties with the Poland that entitle residents and businesses located in these countries to receive either partial or full exemption from the 20% tax withholding. If a tax treaty is in effect, the author may be required to provide a certificate of residence.

§ 8. COPYRIGHT

1. The copyright in the Book shall belong to the Author or the party that Author cites as the copyright holder. The Author shall be solely responsible for filing its copyrights and any other intellectual property with the appropriate governmental body, if required. It is the Author's responsibility to place a copyright notice on the copyright page or some other prominent place in the Book.
2. You grant to Sciendo, throughout the term of this Agreement, a nonexclusive, irrevocable, right and license to distribute the Book, directly and through third-party distributors, in all formats by all distribution means available. This right includes, without limitation, the right to: (a) produce, reproduce, index and store the Book on one or more computer facilities, and reformat, convert and encode the Book; (b) display, market, transmit, distribute, sell and otherwise make available all or any portion of the Book through Sciendo directly and through third-party distributors, for customers and prospective customers to download, access, copy and paste, print, annotate and/or view online and offline, including on portable devices; (c) permit customers to "store" the Book that they have purchased from us on servers and to access and re-download such Book from time to time both during and after the term of this Agreement; (d) display and distribute (i) your trademarks and logos in the form you provide them to us or within the Book, and (ii) portions of the Book, in each case solely for the purposes of marketing, soliciting and selling the Book; (e) use, reproduce, adapt, modify, and distribute, as we determine appropriate, in our sole discretion, any metadata that you provide in connection with the Book; and (f) transmit, reproduce and otherwise use (or cause the reformatting, transmission, reproduction, and/or other use of) Digital Books as mere technological incidents to and for the limited purpose of technically enabling the foregoing (e.g., caching to enable display). In addition, you agree that we may permit our affiliates and independent contractors, and our affiliates' independent contractors, to exercise the rights that you grant to us in this Agreement. You grant us the rights set forth in this Section on a worldwide basis.
3. You will obtain and pay for any and all necessary clearances and licenses for the Book to permit our exercise of the rights granted under this Agreement without any further payment obligation by us, including, without limitation, all royalties and other income due to any copyright owner.

§ 9. WARRANTIES

1. You represent and warrant that: (a) you have the full right, power and authority to enter into and fully perform this Agreement and will comply with the terms of this Agreement; (b) prior to you or your designee's delivery of any content, you will have obtained all rights that are necessary for the exercise the rights granted under this Agreement; (c) neither the exercise of the rights authorized under this Agreement nor any materials embodied in the content nor its sale or distribution as authorized in this Agreement will violate or infringe upon the intellectual property, proprietary or other rights of any person or entity, including, without limitation, contractual rights, copyrights, trademarks, common law rights, rights of publicity, or privacy, or moral rights, or contain defamatory material or violate any laws or regulations of any jurisdiction; (d) you will ensure that the Book complies with the technical

delivery specifications provided by us; and (e) you will be solely responsible for accounting and paying any co-owners or co-administrators of any Book or portion thereof any royalties with respect to the uses of the content and their respective shares, if any, of any monies payable under this Agreement.

2. The warranties and representations contained in this Agreement extend to the Author and its licensees and successors and assigns. By uploading content to Sciendo, you agree that any violation of the warranties below may result in immediate closure of your account and the forfeiture of accrued earnings.

§ 10. INDEMNIFICATION

1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold Sciendo, its officers, directors, employees, affiliates, subcontractors and assigns harmless from and against any loss, claim, liability, damage, action or cause of action (including reasonable attorneys' fees) that arises from any breach of your representations, warranties or obligations set forth in this Agreement.
2. We will be entitled, at our expense, to participate in the defense and settlement of the claim or action with counsel of our own choosing.

§ 11. INTELLECTUAL PROPERTY

1. We retain all ownership rights in and to the copyrights and all other rights and interests in the solutions and services we provide. This Agreement does not 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.
2. The Author is not authorized to independently sell or distribute the Book files typeset or converted by Sciendo (as Additional Services). You acknowledge that if you violate this requirement, you may forfeit any accrued earnings at Sciendo, and your account may be deleted.

§ 12. LIMITATION OF LIABILITY

NEITHER SCIENDO NOR ANY OF OUR AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES WILL IN ANY EVENT BE LIABLE FOR ANY LOSS OF DATA OR LOSS OF PROFITS ARISING FROM OR IN RELATION TO THIS AGREEMENT. IN NO EVENT WILL OUR LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES DUE AND PAYABLE TO SCIENDO UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM.

§ 13. AGREEMENT AMENDMENTS

1. Our services will change over time and the terms of this Agreement will need to change over time as well. We reserve the right to change the terms of this Agreement at any time in our sole discretion. We will give you notice of the changes by posting new terms in the Site with a revision date indicated at the top.
2. Changes to terms of this Agreement will be effective on the date we post them, unless we otherwise provide at the time we post the changes. Your continued use of the Site after such notice will be deemed acceptance of such changes. If you do not agree to the changes, you

must withdraw your Book from further distribution through the Site and terminate your use of the Site.

§ 14. TERM AND TERMINATION

The term of this Agreement will begin upon your acceptance of it and will continue until it is terminated by us or by you. We are entitled to terminate this Agreement and your access to your account at any time. We will notify you upon termination. You are entitled to terminate at any time by providing us 30 days' notice of termination, in which event, in particular, we will cease selling the Book within 30 days from the date you provide us notice of termination. If we terminate this Agreement due to a circumstance for which you are not liable, we will return to you the charge for the Marketing Extra Package as calculated *pro rata* for the remaining part of the 12-month period. Following termination, we may fulfill any customer orders for the Book pending as of the date of termination, and we may continue to maintain digital copies of the Book in order to provide continuing access to or re-downloads of the Book or otherwise support customers who have purchased the Book prior to termination. The following provisions of this Agreement will survive termination of this Agreement: Sections 8 (to such extent as set out in the preceding sentence and following sentence), 9, 10, 11, 12, 14, 15, 16 and any other provisions that, by their nature, are intended to survive. All rights to the Book acquired by customers will survive termination. Sciendo can terminate this Agreement also in respect of one or more Books, in which case this Agreement shall continue in respect of the remaining Books.

§ 15. CONFIDENTIALITY

Each party hereto shall, except as required by law or to perform this Agreement, keep strictly confidential all information contained in this Agreement and all information resulting from the implementation of this Agreement, and not use this confidential information in any way other than for the performance of its obligations hereunder. This shall not apply to such information as is publicly available when received by such party or then becomes publicly available otherwise than as a result of such party's breach of this Agreement, or to any disclosure or use as authorized by the other party in writing or by e-mail. This Clause 15 shall survive termination or expiry of this Agreement for 3 years.

§ 16. MISCELLANEOUS

1. **NO ASSIGNMENT.** Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the other party's written consent. Sciendo may, however, assign all or any of its rights and obligations hereunder to a company or partnership that is dependent on Sciendo, that controls Sciendo or that is controlled by a company or partnership that controls Sciendo (the relation of dependence or control to be assessed according to the Polish Commercial Companies Code), unless such assignee is insolvent at the time of such assignment.
2. **AMENDMENTS.** This Agreement may not be amended, except in writing signed by both parties, by e-mail or as provided in Clause 13 above.
3. **NOTICES.** The parties shall communicate, in reference to this Agreement, by post or by e-mail. Sciendo's address and e-mail address for notices shall be as set out at the beginning of this Agreement. The Author's address or e-mail address for notices shall be as set out during registration. The Author accepts to receive electronic invoices relative to this Agreement.
4. **CHANGE OF ADDRESS.** Either party shall notify the other, in writing or by e-mail, of any change of the former party's address or e-mail address for notices. Lacking such notification, notices under this Agreement served at such former party's address or e-mail address for notices as previously applicable shall be deemed given to that former party.
5. **ENTIRE AGREEMENT.** This Agreement constitutes the full and complete statement of the agreement of the parties with respect to the subject matter hereof and supersedes any

previous offers, agreements, understandings or communications, whether written or oral, relating to such subject matter.

6. SEVERABILITY. If any provision in this Agreement is held to be invalid or unenforceable, that provision shall be, inasmuch as possible, construed, limited, modified or, if necessary, severed, to the extent necessary to eliminate its invalidity or unenforceability.
7. MULTIPLE AUTHORS. Where several persons are the Author, (i) all such persons shall be joint and several debtors and creditors in respect of the obligations arising out of this Agreement, (ii) each of such persons can exercise individually all Author rights related to this Agreement, except for amending or supplementing this Agreement, (iii) service of any notice related to this Agreement on one of such persons shall have effect also in respect of the others, (iv) each licence granted in this Agreement shall, within its scope, in particular enable to grant any consent that law requires to be given by the co-authors of the Book in order to use or take any action in respect of the Book.
8. GOVERNING LAW. This Agreement shall be governed by the laws of Poland.
9. JURISDICTION. Any disputes arising out of this Agreement or related hereto shall be instituted in the Polish courts having jurisdiction over Sciendo's registered office.
10. NO WAIVER. 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.
11. NO AGENCY. This Agreement does not designate either party as the agent, employee, legal representative, partner or joint venturer of the other party for any purpose whatsoever.
12. COMPLAINTS. You can send us a complaint, by e-mail or by post, letting us know why you believe that we have breached this Agreement and providing your full name, address and e-mail address. We will then reply to your complaint within 30 days of receiving it, stating whether and why we agree with it.