

## A. THE SERVICE

1. Rightsdesk offers as Service an online software solution to the global publishing industry. The use of the software supports the process of selling and acquiring translation rights by offering
  - a) a collaborative social network and marketplace as well as certain work tools such as
  - b) cataloging and categorizing of books,
  - c) rights management,
  - d) customer relation management,
  - e) content management, file storage and file sharing,
  - f) submission management and
  - g) messaging services.
2. We offer a free service to acquisition editors ("Editor's Basic") as well as subscription services for acquisition editors ("Editors' Premium"), and subscription services for rights vendors ("Vendor's Basic", "Vendors' Standard" and "Vendors' Premium"), including additional features and functionalities (together: the "Service"). Clause 3 of these Terms of Service describes the Service in addition to contextual information given throughout this website. Further information is available on our list of subscriptions and pricing.
3. The Service is provided to you, the user of the Service, by Rightsdesk AG ("Rightsdesk", "we", "us", etc.), registered at the [Commercial Registry Office of the Canton of Zurich](#) (Switzerland) with an address at Forchstrasse 108, 8125 Zollikerberg, Switzerland.

## B. THE AGREEMENT

1. The Service is governed solely by these Terms of Service. By using the Service you and we agree to these Terms of Service as well as to our [Privacy Statement, Data Security & Cookie Policy](#) and our [Guidelines](#).
2. Rightsdesk may have to update these Terms of Service from time to time to include new features and functionalities. We recommend that you review these Terms of Service from time to time to take note of any changes. This is the current version. You agree that these Terms of Service supersede and replace any prior versions. Rightsdesk will notify its registered users of such updates by email the user has provided to Rightsdesk.

## C. WHAT WE OFFER

1. For vendors and buyers
  - a) Rightsdesk offers B2B services for use by the international publishing industry to enable the global exchange of licenses to publish books in translation.
  - b) Rightsdesk does not act as an agency. It does not accept representation of translation rights or take any share or agency commissions arising from the licensing of any such rights.
  - c) Rightsdesk acts as a platform for the use of others. It wants to connect those members of the international publishing community who seek to sell translation rights ("vendors") with those other members who seek to acquire translation rights ("buyers"). Typically, vendors are staff members in literary agencies or publishing companies specializing in the sale of foreign rights.
  - d) The Service, therefore, is restricted to the use by professional industry members, such as publishers and literary agencies.

## 2. For vendors

- a) Rightsdesk offers vendors the use of subscription services.
- b) Subscription services for vendors include the following features:
  - 1.) accessing the entire network of acquisition editors and vendors of translation rights.
  - 2.) storing information about the translation rights that the vendor seeks to license and descriptions of the books to which the translation rights pertain
  - 3.) storing and sharing files such as sample reading material and cover images
  - 4.) using submission management tools
  - 5.) using marketing tools such as hotlists and featured lists

## 3. For buyers

- a) Rightsdesk offers buyers the use of certain free services as well as subscription services.
- b) Free services for buyers include the following features:
  - 1.) accessing the entire network of acquisition editors and vendors of translation rights.
  - 2.) applying for verification by verified user
  - 3.) sending contact requests to rights vendors
  - 4.) accessing the catalog and sending submission requests to vendors
  - 5.) sending permission requests to vendors to download sample reading material.
- c) Rightsdesk offers buyers the use of certain subscription services. Subscription services for buyers include the following features:
  - 1.) using team functionalities such as starting a team and inviting coworkers to join as well as sharing submission lists with coworkers

## 4. For authors, translators, illustrators, photographers and other individual providers to the publishing industry.

- a) At this time, Rightsdesk offers no services for individual authors, illustrators, photographers and other similar individual providers of contents or services to the publishing industry.
- b) We recommend that authors use the service offered by their literary agents and publishers to have their books published in translations.

## D. DELIVERY OF THE SERVICE AND PAYMENT

1. The subscription Service starts once you have gone through the registration process and the fees due have been paid in full.
2. Depending on the subscription plan you chose, the fee for the subscription Service and any other charges you may incur in connection with your use of the Service will be charged immediately. Depending on the payment method you use, the issuer of the payment method may charge you certain fees relating to the process of your payment.
3. During the subscription and subject to compliance by you and other users in your team with these Terms of Service, you have the limited right to access and use a Service consistent with the Service Plan(s) that you subscribe to, together with all applicable associated services, for your internal business purposes.
4. You acknowledge that the amount billed each subscription period may vary for reasons that may include but are not limited to differing amounts due to promotional offers or changes in the amount of applicable sales tax or exchange rate, and you authorize Rightsdesk to charge you for such varying amounts.

5. You can change your payment method under Billing in your Team Profile.
6. Rightsdesk may suspend or cancel the Service to you if a payment is not successfully settled, for instance in case of insufficient funds, expiration of credit cards, changed payment details or otherwise.

#### E. LEVELS OF SERVICE

1. We understand that the Service is critical to our customers. Therefore, we make significant efforts to keep the Service up and running at all times.

#### F. SUBSCRIPTION PERIOD AND CANCELLATION

1. The subscription period will be renewed automatically for the selected period, unless you have set it to renew manually, or if you have cancelled your subscription in time in accordance with this clause.
2. You may deactivate your subscription at any time. To do so, use team settings and subscription settings.
3. In case of cancellation, you will continue to have access to the Services until the end of your paid subscription period. You do not have any right to reimbursement of the subscription fee, unless local mandatory consumer law obliges to do so.
4. Upon cancellation (and after the end of your subscription period) or if a payment is not successfully settled, your account will be deactivated. You will then not have access to your personal data, catalog, rights, leads and submissions and any files stored on Rightsdesk. You can reactivate your subscription by making payment. Your subscription will then be renewed as from the day of reactivation.
5. If you do not reactivate your subscription within four weeks, your features and functionalities will be permanently deactivated, your settings, contacts, leads, and any files stored will be permanently deleted, unless mutually agreed otherwise.
6. Rightsdesk has no obligation whatsoever to store any personal data or files for more than four weeks after your subscription has expired and is not reactivated. Subject to availability, Rightsdesk may charge an additional service fee to export and make available your personal data after the subscription has expired.

#### G. YOUR ACCOUNT

1. Only you and your authorized users may use your account. Be sure to keep your account credentials confidential, and to contact us right away if you suspect misuse of your account or your content or if you suspect any security breach in the Service.
2. You are solely responsible for all activities that take place within your account.
3. Rightsdesk will not be liable for any loss or damage arising from any unauthorized use of your account.

#### H. CONFIDENTIALITY, COPYRIGHT, FILE OWNERSHIP, PERMISSIONS AND RESPONSIBILITY

1. Rightsdesk does not claim ownership of your files. You are fully and solely responsible for the contents of your files. Any files that we store and which you share with your contacts are treated confidentially. Rightsdesk will not look into your files.

2. By using our Service you guarantee that you have, for each file (including book covers, author photos, catalog copy) all required permissions, including from copyright and other intellectual property rights holders, to distribute, share, store and/or make available online as part of our Service.
3. Rightsdesk is not liable to you or any third party for any damages arising out of the content shared by you and the use, reuse, or adaption of digital content by you, including but not limited to, copyright protected works and/or trademarks.

## I. RESTRICTIONS

1. Rightsdesk respects your rights and expects that you respect those of Rightsdesk. This includes the right to privacy, corporate intelligence and business secrets and intellectual property rights. You agree not to use the Service to commit or promote, enable or facilitate unlawful or criminal acts or violations of these Terms of Service or facilitate or promote others to do so.
2. As a condition to make use of the Service you agree not to store or make available files that:
  - a) infringe on or violate any applicable law or regulation;
  - b) feature child pornography, are obscene, defamatory, libellous, slanderous, profane, indecent or unlawful, promote racism, violence or hatred;
  - c) constitute hate speech, whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group, and/or;
  - d) you don't have the right to digitally store, copy and/or transfer;
  - e) infringe, violate or misappropriate intellectual property rights, privacy rights, including data protection rights, and/or any other kind of rights;
  - f) are factually inaccurate, false, misleading or deceptive.
3. In addition, you agree not to:
  - a) impersonate or falsely pretend affiliation with any person or entity;
  - b) access any non-public areas of the Rightsdesk website or Service;
  - c) send viruses, worms, malware, junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind and for any purpose;
  - d) attempt to probe, scan compromise or test the vulnerability of the Rightsdesk website or Service or any related service, system or network or breach any security or authentication.

## J. VIOLATION OF THE TERMS OF SERVICE

1. Rightsdesk reserves the right to investigate, provide to third parties, block and/or remove from its servers, without warning, any files, catalog entries and/or accounts or to block anyone from accessing any part of the Rightsdesk website or Service, when Rightsdesk ascertains, at our own discretion or after receiving substantiated and valid complaints, that you violate these Terms of Service or act in violation of any applicable law or regulation.
2. When a user account is used in violation of these Terms of Service and/or applicable law or regulation, Rightsdesk reserves the right to investigate and/or remove, without warning, any catalog entries and files you display on your Rightsdesk account or channel, or block anyone from accessing your Rightsdesk account or Rightsdesk personal contact profile or team.

**K. INTELLECTUAL PROPERTY RIGHTS**

1. All intellectual property rights and/or similar rights to the content and design of the Rightsdesk website, including the software, typography, portraits, logos, and graphic design used within the Service, are vested in Rightsdesk or its licensors.
2. You are not allowed to copy, reproduce, make available online to the public, sell or reuse anything from the Rightsdesk website in any way without the permission of the rights holder. Rightsdesk is not responsible or liable for the contents of the catalog entries by its users, the contents of the files stored on Rightsdesk by its users, links to external websites or the contents, products or services offered on external websites.
3. You accept that all use outside the Rightsdesk website is at your own risk.
4. You will respect and observe the good name and reputation of Rightsdesk and ensure that its use of the Rightsdesk website and the Service will in no way prejudice any rights and/or the good name and reputation of Rightsdesk and its licensors.

**L. DISCLAIMER**

1. Your use of the Service is at your own risk. You acknowledge and agree that Rightsdesk is not responsible for any damages to your computer system or the computer system of any third party that result from use of the Service and is not responsible for any failure of the Service to store, share or delete a file or for the corruption or loss of any data, information or content contained in a file.
2. Rightsdesk provides its Service "as-is", without warranty of any kind. Without limiting the foregoing, Rightsdesk explicitly disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. Rightsdesk makes no warranty that the Service is available on an uninterrupted, secure or error-free basis.

**M. INDEMINITY AND LIABILITY**

1. You will defend, indemnify and hold harmless Rightsdesk, including its employees and affiliates, from any and against any claims, incidents, liabilities, procedures, damages, losses and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Service or your violation of these Terms of Service, including any third party claims that files or information submitted to the Service by you or through your account infringe or violate any third party rights.
2. Rightsdesk is not liable for any damage or personal injury resulting from any use of the Rightsdesk website or Service. The limitation of liability referred to in this clause shall not apply if the liability for damage is caused by intent or gross negligence on the part of Rightsdesk. In the event Rights is liable for damage under mandatory law, Rightsdes's aggregate liability to you for any and all claims arising out of or in connection with the use of the Service will in no even exceed one hundred Euro (EUR 100.-) per incident.

**N. APPLICABLE LAW**

1. These Terms of Service are governed by the law of Switzerland. These Terms of Service will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

2. Any disputes regarding these Terms of Service will be submitted to the Court that has jurisdiction under the law of Switzerland.