

# DISTRIBUTION AGREEMENT

This is the detail of the services we, StreetLib srl (details about the company are [here](#)), can provide to you, the great writer-publisher choosing to make use of our services. It's important information you have to agree to before signing up with us. Everything explained here is what you accept and agree to when you start using our services. In other words: get your reading glasses (or keep them on if you already put them on to read our [Terms of Services](#)) and take a half hour to read this.

Oh and I should mention that the word “**book**” refers to both the **paper and digital** (eBook) formats of the work of the writer-publisher. And that this contract will call you, the person agreeing to this contract, the “**writer-publisher**” meaning you can be the writer publishing your own book or just a publisher, publishing a book, the **same rules apply**.

## WHAT IS STREETLIB?

“StreetLib” is the computer platform accessible via Internet from the website <https://streetlib.com> allowing users to publish and sell their books online in different formats. StreetLib is the **supplier of all services** that can be obtained from the StreetLib website and provides technical and commercial assistance to the users registered, so they can use those services the best way possible.

## OUR SERVICES

StreetLib offers the writer-publisher the following services:

- Access to the online text editor StreetLib Write to create, format, download and/or publish books in eBook and printed formats;
- Conversion and validation of the work in ePub, ePub3, mobi, KF8, PDF for prints formats (extra option);
- Distribution of the ebooks in the online bookstores connected to StreetLib Publish;
- Distribution of the printed book in the online bookstores connected to StreetLib PRINT;
- Activation of a “Watermark” protection of the ebook;
- Print and delivery on demand (extra option);
- Cover Design for the book (extra option);

Upon request, any other service offered, directly available through the StreetLib website (<https://streetlib.com>), including services added after the acceptance of this agreement.

**Note on Maintenance and innovation of the platform and IT connections:** Please be aware that StreetLib may momentarily suspend the supply of its services for maintenance, updates or technological innovation of the StreetLib platform. It may also be suspended by temporary inefficiencies or malfunctions of the online communications or for the purpose of averting the loss of data during their transmission.

## COPYRIGHTS AND LIABILITY

Whatever the services provided, with the conclusion of this contract, the writer-publisher is not transmitting any copyrights on his work, whether it's in electronic or paper format, and isn't granting any sole agency rights to StreetLib either.

The writer-publisher **remains responsible** for every fulfillment of legal requirements regarding the publication of his work including the obligations of legal deposit and/or any necessary tax obligations.

In that same state of mind, the writer-publisher affirms that he **owns**, throughout the term of this agreement, the rights and intellectual property of the whole book and of its content. He declares and guarantees StreetLib that the publication and distribution of books through StreetLib do not violate the intellectual property rights of any third party.

This means the writer-publisher holds all the rights to publish, reproduce, distribute, communicate, rent, etc. the book, everywhere in the world but also that he made sure that he has the proper legal permissions to use the content used inside the book originally created by someone else (image, picture, text, etc.). If needed, the writer-publisher will include inside the book(s) warning or indications of property protecting his or third parties' interest.

StreetLib will assume no liability to third parties regarding any of the content published and distributed through its platform. The writer-publisher will take full responsibility for any complaint about the ownership of the content distributed through StreetLib's platform. If needed, the writer-publisher will confirm this legal responsibility against third-party claims about intellectual property and exploitation rights, upon simple request of StreetLib.

If such claim happens, StreetLib will notify the writer-publisher and, as a precaution, suspend the publication of the related book(s) until the resolution of the dispute. The book(s) will only be re-published when/if the writer-publisher is able to prove intellectual ownership of said book(s). The publisher is also asked to actively cooperate with StreetLib by contacting the person or party making the claim and should be aware that, in the case of any dispute arising, StreetLib can share with the claimant information and commercial data regarding the book(s) that are the object of the claim, including contact information and – if considered relevant – sales data.

StreetLib has also the right, at its sole discretion, to suspend the payments regarding the contested books until the dispute is resolved and to retain up to 5 times the total of the value of all the sales of the contested books made through StreetLib (including sales prior to the claims) from amounts due to the publisher or held by StreetLib on behalf of the publisher.

## **PUBLICATION AND DISTRIBUTION**

Once registered to [StreetLib](#), the writer-publisher can either:

- Provide the file in the right format (ePub, ePub3, etc.) himself after it's been properly validated. StreetLib may also verify the validation of the file to ensure it's correctly published in all the channels selected by the writer-publisher.
- Use StreetLib free online tool [StreetLib Write](#) to create the file in the right validated format.
- Send his work in a text file for its conversion and validation in the right format (the conversion is an extra option). The converted file ready for publication will be delivered by StreetLib within 10 working days (times may vary depending on the size and characteristics of the work).

Once the file uploaded, the writer-publisher will be asked to fill in metadata about the book such as the price selected by the writer-publisher, the title, year of publication, etc. When the writer-publisher considers the work is ready for publication he will be able to submit it for publication, choosing in which stores – if not all – he wants the work to be published.

Once the work is submitted for publication, StreetLib will take steps to distribute the book in the online bookstores connected to the platform. As this list is subject to updates, the writer-publisher will receive communication emails to make him aware of these updates. The online bookstores and platforms connected to StreetLib can always be seen in our website [here](#). The ones offering the distribution of works in paper format (Print) can be viewed on the [Print royalty calculator](#).

The writer-publisher may always decide to stop distribution of the ebook or limit its distribution to only one or a few online bookstores connected to StreetLib Publish.

**Note:** some of the online bookstores may reserve the right to refuse the distribution of the book.

**Note to the note:** Nevertheless, as soon as a book is ready to be distributed, it's automatically made available through StreetLib bookselling platform: **StreetLib Stores**

## EBOOK PROTECTION

Ebooks published and distributed via StreetLib will receive, if possible, a security system called a Watermark. This protection (also called “Social DRM” sometimes) automatically adds to the eBook a page whenever it's purchased. This page contains an ex libris with a part containing information about the customer. An example would be “This eBook belongs to [name of the person who bought it]”. The same information will also be added within the ebook in a manner which is invisible through the reading software. We may provide the eBook without a watermark to the bookstores unable to manage this protection system.

## BOOK PRICE

The list price (explained in our help center, also defined by Wikipedia here) of an eBook can't be higher than the paper version of the same book. If it is, the writer-publisher agrees that the store can adapt the price so that it'd no longer be the case.

Actually, StreetLib and Bookstores may adapt book prices to align with:

- Other store's prices (e.g. a List Price – for a wholesale model bookstore – can't be lower than 70% of of the Cover Price of an Agency model bookstore in the same territory)
- The “most-favoured nation” clauses (see the [Wikipedia article](#) for explanations)
- Any other alignment set by third parties (online stores, countries, etc.)

## BOOK CONTENT

Authors and publishers can publish ANY kind of content on StreetLib and distribute them across the stores we partner with, like Tolino, StreetLib Stores, Bajalibros.... The full list is available [here](#).

Authors and publishers are requested to **de-activate** the stores **Amazon Kindle, Kobobooks, Apple IBooks, Google Play, Barnes&Noble (Nook), Playster, Scribd, Overdrive, TIMReading and Perlego** from publication for the following contents:

- incest,
- rape,
- bestiality,
- zoophilia,
- pedophilia,
- and similar contents.

We will be making weekly checks on our catalog and we'll punish any violation by immediately suspending the author/publisher's account.

It is up to the writer-publisher to make sure the book doesn't contain any illegal content. This also means no content violating, directly or indirectly the rights of a third party (e.g. regarding intellectual property) or prejudicial to persons, corporations or companies.

The responsibility of the writer-publisher is detailed on the “Copyright and liability” part of this contract.

### 1. eBook Metadata:

2. The eBooks contain coded information called metadata. During the process for publication of his book, the writer-publisher will be asked by StreetLib to produce a series of metadata. For instance, the writer-publisher will have to indicate his name or pen name, the title, the territorial limitations for the distribution of the book, if any, co-writers or other contributors to the book (e.g. the translator).
3. The writer-publisher thus authorize StreetLib to modify the eBook file to enter the metadata he has indicated and to also include that StreetLib is the distributor of the eBook. This way the eBook will meet the highest standards of its format.
4. **StreetLib Logo:**
5. The book(s) of the writer-publisher distributed through StreetLib platform may bear StreetLib's logo (as indicated [here](#)). However, this mustn't be *understood in any case as implicit license to use them*;
6. StreetLib's intellectual and industrial properties are not in any case transferred through this contract. (see "our personal information (copyright)" part in our [Terms of Services](#))
7. Furthermore, the presence of StreetLib's brand on an writer-publisher's book does not in any case reflect a license of the opinions and ideas expressed within said book.
8. **ISBN**
9. Each ebook and/or book that is published must have an ISBN (International Standard Book Number), attributed to it to guarantee its unique identification. They are issued by the competent institution for the purposes of classification and identification of the Books, as also reported on the site of the [International ISBN Agency](#) (see also the [Wikipedia article](#) for details).
10. The writer-publisher, accepting these terms and conditions, declares that he is aware of the existence and use of the ISBN code.
  - The ISBN code of books distributed via StreetLib can be provided directly by the writer-publisher, in which case he'll have to provide it to StreetLib when uploading the book file or sending it for its conversion.
  - If the writer-publisher doesn't indicate an ISBN when putting his book up on StreetLib's platform, StreetLib will attribute an ISBN to his work for free. The ISBN will be this added to the book before it's distributed. In this case:
    - StreetLib may appear to third parties (online bookstores, book retailers, end buyers, etC.) as the publisher of the book.
    - The ISBN will stay unchanged even if the book is no longer distributed through StreetLib's platform.

## **BOOK ROYALTIES: CONDITIONS AND PAYMENT**

The commission due to StreetLib for the distribution services is 10% of the book's list price or the one indicated on the Pricing page of the page at the time of the publication,

if different. This commission will be paid to StreetLib when the writer-publisher gets paid for his book sales.

StreetLib will pay the writer-publisher's royalties (the money earned for each book sales, deducting StreetLib and third parties commissions) depending on the business model chosen by the online bookstore where the sales happened. StreetLib's commission stays the same whatever model is used.

These models are the "Agency" business model and the "wholesale" business model. Some partners (libraries, Amazon, distributors, subscription models, etc.) will have a specific set of royalty conditions, they can be found in the **book stores list** and can be detailed upon request by writing to **support@streetlib.com**. The Agency and wholesale models are described below:

## THE AGENCY MODEL

- The writer-publisher sets the Cover price (also called Retail price sometimes, because making things easy to understand wasn't funny enough) which will be the price that will be paid by the end user.
- The Cover price chosen by the writer-publisher is VAT inclusive
- The bookstore's commission of 30% is applied on the Cover Price net of VAT
- StreetLib's commission of 10% is applied on the Cover Price net of VAT
- Those commissions can't increase or duplicate writer-publisher's costs in any way

Here is an example: the writer-publisher chooses a book price of €9.99 and sales it in a country where VAT is at 22%, it will be on sale in this country at €9.99 VAT included which is €7.792 VAT excluded.

The total commission (30% for the bookstore and 10% for StreetLib) is therefore €3.117.



The writer-publisher will get the 60% remaining: €4.675

If the online bookstores allow the end user to rent the book, the rental price is set by the bookstores and the commissions to the bookstore and to StreetLib stay the same percentage of the rental price NET of VAT.

## THE WHOLESALE MODEL

- The writer-publisher sets a List Price and the bookstore is the one choosing the price of the book sent to the end user, independently of the List Price (it can be higher or lower).
- The List Price chosen by the writer-publisher is VAT exclusive
- The commission of the bookstore is up to 50% of the List Price net of VAT
- The commission of StreetLib is 10% of the List Price net of VAT

Here is an example: If the writer-publisher sets a list price of €10 (reminder: that's VAT excluded), the store's commission will be up to €5, StreetLib's commission will be €1.

The writer-publisher will get €4.

## PAPER BOOKS SPECIFIC CONDITIONS

In the case of distribution of paper books through StreetLib's PRINT application, the printing costs will be withheld by StreetLib the same way, before paying the writer-publisher his due royalties. Details of the pricing of the PRINT service and the printing costs are on StreetLib website: <https://www.streetlib.com/print/pricing-details/>.

Payment conditions of the Print service are identical to the ones described in the **pricing and payment of the optional services section** of this agreement. The costs for shipping the copies to the buyers shall be charged to the latter. The writer-publisher authorizes StreetLib to print on his behalf with direct invoicing to the end buyer.

StreetLib collects the revenues from each online bookstore on behalf of the writer-publisher and transfers it to the latter, withholding its own commission.

A statement of all revenues, net of VAT, will be provided by StreetLib to the writer-publisher, at least on a quarterly basis.

StreetLib will automatically pay the writer-publisher the royalties due to him about 60 days after the end of the quarter.

If the sum of the writer-publisher's royalties is lower than €30, it won't be paid but added to the revenues of the next quarter.

If the writer-publisher can't/doesn't want to be paid via PayPal but instead, via bank transfer, this threshold rises to €200.

For writers-publishers located in the United States, they can be paid monthly via bank transfer with a \$60 dollars minimum threshold if they pass on the **right information**.

The writer-publisher, receiver of the income from sales revenue, remains responsible for the discharge of his own tax obligations.

Starting in 2017, if at the end of the year, the writer-publisher wishes to have his account with StreetLib settled and his royalties paid even though he didn't reach the required minimum threshold, the writer-publisher can **send us a request via email** and we will pay his royalties with a €5 fee for the management of the payment.

## **OPTIONAL SERVICES**

### **CUSTOMIZATION OF THE EBOOK'S COVER**

Once the writer-publisher has uploaded his book on our platform and before it's published, he can ask StreetLib to produce a customized eBook cover, by purchasing the cover design extra option.

This option's costs and conditions are detailed on the ["Cover Design" section of the Edit page](#) of the website.

## CONVERSION OF THE EBOOK FILE

The writer-publisher can purchase a conversion service. He will need to provide a text file of the book (.doc, .rtf, .docx...) and will receive the file ready to be published in the requested format (ePub2, ePub3 Fixed Layout, etc.).

This option's costs and conditions are detailed on the ["Conversion" section of the Edit page](#) of the website.

## INTERIOR DESIGN

### **Book Layout for print, Editing and Proofreading**

For some languages (the list, growing, is detailed on the "Proofreading and Editing" section of the [\*\*Edit page of the website\*\*](#). If there is no such details yet, there is no such service yet, but it's coming!), we offer "Interior Design" services to get your book in shape. Since this work is linked to the language the book is written in, we are only able to offer this service in the languages where we have professional editors native speakers of the respective language.

## CORRECTION OF THE EBOOK'S FORMATTING

To be correctly published, your eBook needs to pass the ePubCheck test (the test is available here: <http://validator.idpf.org/>), if you prepared the eBook yourself, you may have difficulties passing the test. No worries, we can help you with that as well. Details about the costs and conditions are detailed on the [“Correction” section of the Edit page](#) of the website.

## PRINTED COPIES ORDERS

With no minimum required, the writer-publisher can order printed copies of his book to be sent to any address within Italy or the United States. We can send copies anywhere in the world but it'll involve extra delivery costs. The writer-publisher has to provide StreetLib with the final information and material ready for printing including, for instance, the PDF to be printed and the PDF of the cover. Details about the costs and conditions are [detailed in the dedicated page](#).

## STREETLIB COACH

StreetLib coach is an optional package to hire support for the whole process of book publishing. The details and conditions of the StreetLib coach service are described in a [dedicated website's page](#).

## PRICING AND PAYMENT

The pricing page on StreetLib's website <https://www.streetlib.com/pricing/> lists the conditions and prices of the services offered by StreetLib. The prices applied when a

publisher orders one of these services will be the ones listed on [this same pricing page](#) at the time of the order. In any case, at the time of purchase of each individual service, the publisher will receive an email message confirming the service purchased and its price.

The publisher shall pay the service's fee at the time of the order through the payment service provided by StreetLib. For the StreetLib Coach service, only part of the payment will be required when purchased, the rest of the payment being due once the book is published or when the project is closed by the publisher. The publisher shall specify his relevant invoicing data.

It remains understood that the purchase of individual services may occur only after registration to StreetLib.

## MANDATE

**(“official order to do something”)**

This is what this distribution agreement is all about: by accepting this agreement, you are asking/allowing StreetLib to act as your distributor: meaning you are asking/allowing us to do a bunch of things, under certain conditions, all described here:

- Distribute and sell the writer-publisher's eBook in the distribution platforms and online bookstores connected (now and in the future) to StreetLib, even if they are owned by third parties.
- Draw up the necessary contracts the writer-publisher's and StreetLib's information with the retail price (for the “agency” model) and the “list price” (for the “reseller” one) decided by the writer-publisher as well as the price for the rental use of the book, decided by StreetLib in relations to the selling price chosen by the writer-publisher, with no territorial limitations. This will not lead to any additional cost or expense for the writer-publisher.
- Authorize other distribution platforms or online bookstores to make available, with any means of online or electronic distribution (store, sell, rent out, transmit, etc.), the work of the writer-publisher in eBook or paper format, anywhere in the world.

- Authorize other distribution platforms or online bookstores to have innovative uses of the book such as, but not limited to, text-to-speech, underlining the texts, notation and streaming of the work.
  - Accept the conditions and business models offered of those distribution platforms or online bookstores even if it may mean limitations regarding the territorial areas of the distribution, filters as to where the place of origin of the book's publication, and/or other limitations in the method of distribution. The writer-publisher grants StreetLib the broadest powers in this regard.
  - Change the price set by the writer-publisher to align with Agency model bookstore's conditions, as mentioned in the book pricing section of the agreement. StreetLib however commits to align to the price closest to the one decided by the writer-publisher. This price change will be notified by StreetLib to the writer-publisher in the sales report specifying the individual prices of sales of the book(s).
  - The writer-publisher shall notify StreetLib of the retail price of other copies (digital or printed) distributed elsewhere (direct sales, distribution through other platforms, etc.)
  - Print the writer-publisher's work, in a non-exclusive manner, anywhere in the world, if the Print on Sale service is requested.
  - Accept a mandatory minimum term of the agreement with the bookstore for the writer-publisher's work, as long as the term does not exceed 24 months.
  - Execute this mandate even if certain online bookstores require specific modifications regarding the technological protection of the eBook (Digital Rights Management: DRM), as long as it doesn't entail any extra cost for the writer-publisher.
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- In this mandate, the writer-publisher isn't giving StreetLib power of representation, meaning StreetLib can't sign contracts, or other legal or administrative papers, in the writer-publisher's name. What StreetLib can do is sign those paper in StreetLib's name but regarding the writer-publisher's work.
  - The writer-publisher can revoke this mandate in the conditions detailed in the "Term of the contract" part of this agreement

## **WARRANTIES AND REPRESENTATIONS – INTELLECTUAL PROPERTY**

For any violation by the writer-publisher of the conditions, declarations, guarantees and obligations set forth in this agreement, the writer-publisher shall remain the sole person liable to the third parties. The writer-publisher will indemnify StreetLib against any

detriment, liability, damage, even caused to third parties, resulting of violations of laws or terms and conditions set forth in this agreement.

## INTELLECTUAL PROPERTY

StreetLib Intellectual property conditions are detailed in StreetLib's [TOS](#).

## PRIVACY POLICY

### Processing of personal data

The writer-publisher declares that he has examined the terms of services present on the web page <https://www.streetlib.com/tos> of StreetLib's website, providing the respective authorizations to the processing of his data according to law at the time of his registration.

## CONCLUSION OF THE CONTRACT

When the writer-publisher registers on StreetLib's website or service platform, it constitutes an invitation to tender. (To know what "invitation to tender" means, don't read the [Business dictionary](#) definition, you may end up more confused. Reading [Wikipedia](#)'s definition avoiding three out of four words makes it clear: "An (...) invitation to tender is a special procedure (...) to obtain (...) a service contract.")

After that, StreetLib will send the contract proposal via email to the address provided by the writer-publisher including a link to this distribution agreement as well as the

credentials and link for StreetLib services' access. These credentials are strictly personal and the writer-publisher should carefully preserve them.

When the writer-publisher activates the service using the data given in this email, the contract is considered concluded.

- With the completion of the registration procedure on the StreetLib platform, the writer-publisher shall confirm that he has carefully examined and accepted all the terms, conditions and methods of use of the services covered in this agreement.

## **TERM OF THE CONTRACT**

The contract concluded by the writer-publisher with StreetLib is open-ended, except for the case of withdrawal and rescission referred to below.

- At any time, the writer-publisher has the authority to communicate his decision to terminate the contract, with or without just cause, simply by giving advance notice of 30 days, even by an email message sent to the following email address of StreetLib: support@streetlib.com
- The same way, at any time, StreetLib has the authority to communicate its decision to terminate the contract, with or without just cause, simply by giving advance notice of 30 days, even by an email message sent to the email address of the writer-publisher provided during registration on the platform.
- When the termination is communicated by either parties, StreetLib will take the necessary action with third parties bookstores and other online platforms for the termination of of the writer-publisher's books' distribution, without prejudice to StreetLib for doing so. The writer-publisher commits to take the necessary action to allow this termination.
- The withdrawal of either parties does not release the writer-publisher from service fees nor does it release StreetLib from the execution of paid services or the payment of royalties for sales happening before the withdrawal.



**Note:** The same conditions apply for the withdrawal of only one or part of the services offered by StreetLib

- A violation of this agreement by the writer-publisher constitute immediate cause for termination of the contract, upon simple notice by StreetLib to the writer-publisher, even communicated only via an email message sent to the email address the writer-publisher provided during registration to StreetLib.
- Whatever the conditions of this contract's termination, the rights of the end-users who have purchased permissions regarding the writer-publisher's book(s) before this termination remain unchanged. For this reason, the writer-publisher authorizes StreetLib to keep a copy of the book even after the end of this contract to guarantee the availability of the book for such end-users and to be able to provide after-sale services. This permission extends to intermediaries and stores in which the agreement to distribute the book has been concluded.

## APPLICABLE LAW

Italian substantive and procedural law shall be applicable to this contract.

Find below lawyered-up PDF versions of this agreement, saying the same thing but in a way slightly less easy to grasp:

- [Publishers agreement](#)

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StreetLib S.r.l.

Version updated on January 8, 2018: Updating the rules on Amazon royalties conditions. Merge document for publishing companies and self publishers into one single document for all our publishers.