

Terms and Conditions of Service

This is a Services Agreement (“Agreement”) between the person (“AUTHOR”) listed at the end of this Agreement and Hasotel Publishing the publishing division of Hasotel International Limited with its principal office at Suite 2007, Anbeez Plaza, Plot 2121 Ndola Crescent, Zone 5, Wuse, Abuja, Nigeria (“SERVICE PROVIDER”) provides personal print-on-demand, self-publishing services that allow its customers to create, design, layout, print and publish professional quality printed books and publications, including digital versions thereof, (each referred to as a "Work" as applicable in these Terms and Conditions and other user policies located in the "Privacy Policy" link on the www.publishing.hasotel.com.ng (the “Website”). Visitors to the Website can also become registered members of the Hasotel Publishing community. The services offered by SERVICE PROVIDER ("Hasotel", "us" or "we") include the Hasotel Publishing personal print-on-demand self-publishing services, the Hasotel website with the Hasotel community (the "Website"), our App for your app-enabled mobile device ("App") and any other features, content, or services offered from time to time by Hasotel in connection with the Website or App (collectively, the "Services").

This Terms and Conditions Agreement ("Agreement") sets forth the legally binding terms for your use of the Services. By using the Services, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the Website or App) or you are a "Member" (which means that you have registered with (“SERVICE PROVIDER” and set up an Account). The term "User" refers to a Visitor or a Member.

BY USING THE WEBSITE OR APP AND THE SERVICES OFFERED ON THE WEBSITE AND APP, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS AND THE HASOTEL PUBLISHING PRIVACY POLICY WHICH ARE HEREBY INCORPORATED BY REFERENCE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS AND THE PRIVACY POLICY, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR APP AND THE SERVICES OFFERED ON THE WEBSITE OR VIA THE APP.

You represent and warrant that you are authorized to enter into this Agreement on behalf of yourself and/or the entity that you purport to represent.

Additional Terms. In order to participate in or receive certain Services, you may be required to submit contents, download software or content and/or agree to additional terms and conditions. Unless otherwise provided by the additional terms and conditions applicable to the Services in which you choose to participate or that you choose to receive, those additional terms are hereby incorporated into this Agreement. To the extent there is a conflict between the terms in this Agreement and the terms and conditions posted for a specific area of the Website or App or in connection with a Service, the latter shall have precedence with respect to your use of that area of the Hasotel Publishing Website, App or Service.

Amendments. We may modify this Agreement from time to time and such modification shall be effective: (1) for Users who first use the Services after the posting, upon posting by Hasotel Publishing on the Website, (2) for existing Users, thirty (30) days after posting by Hasotel Publishing on the Website, or (3) for existing Members, if the modifications to the Agreement are material, thirty (30) days after Hasotel sent an e-mail containing a notification of such modifications and the continued use of the Services by the Member thereafter, which shall constitute the Member's acceptance of the amended Agreement. If you do not agree to the modification, you must cease your use of the Services.

1. Eligibility. By using the Services, you represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are thirteen (13) years of age or older; and (d) your use of the Services does not violate any applicable law or regulation. Your Hasotel Publishing Account (the "Account") may be deleted without warning if we believe that you are younger than thirteen (13).

2. Term. This Agreement shall remain in full force and effect while you use the Services or are a Member. You may delete your Account and end your membership at any time, for any reason by following the instructions on the "My Hasotel Account" page. HASOTEL PUBLISHING MAY TERMINATE YOUR MEMBERSHIP AT ANY TIME AND FOR ANY REASON, EFFECTIVE UPON SENDING NOTICE TO

YOU AT THE THEN-CURRENT E-MAIL ADDRESS IN YOUR ACCOUNT PROFILE. Even after any termination, Sections 8 through 26 of this Agreement will remain in effect. You understand that termination of this Agreement and your Account involves deletion of your HASOTEL PUBLISHING profile information from our live databases as well as any Content that you uploaded to the HASOTEL PUBLISHING Website or App using such Account. Hasotel will not have any liability whatsoever to you for any termination of your Account or related deletion of your information.

3. Fees. You acknowledge that HASOTEL PUBLISHING reserves the right to charge for Services and to change its fees from time to time in its discretion, upon posting by HASOTEL PUBLISHING on the Hasotel Website or in the App. Upon using the Services, you will be responsible for the payment of any applicable fees, and shall pay such fees to HASOTEL PUBLISHING as set forth on the Website or in the App.

4. Conditions of sale.

4.1 Eligibility; Debit or Credit Card Terms. To order any Books or other products, you must be at least eighteen (18) years of age or the applicable age of majority in your jurisdiction. You will be required to give us a valid debit or credit card number (VISA, MasterCard, VERVE, or any other issuer then accepted by us) and associated payment information at the time you order works or any other products hereunder, including all of the following: (i) your name as it appears on the card, (ii) the debit or credit card type, (iii) the date of expiration of your debit or credit card, (iv) billing address, and (v) any activation numbers or codes needed to charge your card. HASOTEL PUBLISHING currently does accept checks, electronics transfer and any other payment form, (we do not except CASH) although in the future we may change this policy. Your debit or credit card issuer agreement governs your use of your designated debit or credit card, and you must refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder. You agree that no additional notice or consent is required before HASOTEL PUBLISHING invoices the debit or credit card for all amounts due and payable. By providing HASOTEL PUBLISHING with your debit or credit card number and associated payment information, you agree that Hasotel is authorized to immediately invoice your account for all fees and charges due and payable to Hasotel as a result of your purchase of any services, packages or products. You agree to immediately notify Hasotel of any change in your billing address or the debit or credit card used for payment hereunder. HASOTEL PUBLISHING reserves the right, at any time, to change its prices and billing methods for services and other products sold, either immediately upon posting on the Website or in the App, or by e-mail delivery to you.

4.2 Fees and Charges. You agree to pay all fees and charges incurred in connection with your orders and purchases (including any taxes imposed on your orders and purchases, including, but not limited to, sales, use or value-added taxes, unless you provide Hasotel Publishing with sufficient evidence that the order and purchase is made solely for the resale or redistribution of the work or other product to your customers) at the rates in effect when the charges were incurred. Hasotel Publishing may automatically charge and withhold such taxes for orders to be delivered to addresses within any jurisdictions that it deems is required. When you order Books or other products for overseas delivery, you may be subject to import duties and taxes, which are levied when the package with the Books or products arrives at the destination that you specified. Any charges for customs clearance have to be borne by you, as Hasotel Publishing has no control over such charges and cannot foresee the amount charged (if any). Since customs policies vary from country to country, you should contact the customs office in the country where you have us ship your Books or other products to get more information. Please be also aware that you are considered the importer of record and must comply with all laws and regulations of such country.

4.3 Disputes. You must notify us in writing within seven (7) days after receiving your debit or credit card statement, if you dispute any of our charges on that statement, or such dispute will be deemed waived. Billing disputes should be notified to the following address: Hasotel Publishing, Suite 2007, Anbeez plaza, Plot 2121 Ndola Crescent, Zone 5, Wuse, Abuja, Nigeria or via E-mail: support@hasotel.com.ng. If Hasotel Publishing does not receive payment from your debit or credit card issuer or its agent, you agree to pay all amounts due upon demand by Hasotel Publishing or its agents.

5. Order acceptance policy. Your receipt of an electronic or other form of order confirmation does not signify Hasotel Publishing's acceptance of your order, nor does it constitute confirmation of our offer to sell. Hasotel Publishing's reserves the right at any time after receipt of your order to accept or decline your order for any reason. Hasotel Publishing's further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by Hasotel Publishing's upon our delivery of the products that you have ordered. We may require additional verifications or information before accepting any order.

6. Title and Risk of Loss. All sales of Books and other products are made FOB shipping agent. Title and risk of loss to each shipment of the Books and other products shall pass to you upon transfer to the shipping agent, FOB.

7. Password. When you sign up to become a Member, you will also be asked to choose a username and a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the Account, username, or password of another Member at any time. You agree to notify Hasotel immediately if you suspect any unauthorized use of your Account or access to your password. You are solely responsible for any and all use of your Account.

8. Your Book Content.

8.1 Definitions. "Content" includes text, files, design templates, images, photos, video, sounds, works of authorship, and other material. Your "Book Content" includes Content that you include in the Books, submit to Hasotel Publishing for Books and print services, or that you contribute to the Books of other Members.
HASOTEL HAS NO OWNERSHIP OF ANY OF YOUR BOOK CONTENT.

8.2 Ownership of Your Book Content. You represent and warrant that: (i) you own or otherwise have the right to grant the licenses set forth in this section for the Book Content that you provide to and post on the Services, contribute to other Members, or provide for our print services to have them printed in a Book, and (ii) your Book Content does not violate the privacy rights, publicity rights, copyright rights, or other rights of any person or entity.

8.3 Submission of Your Work Content. You may use any Hasotel Publishing self-publishing channel to submit your Content to Hasotel Publishing for publication via our submission form or submission@hasotel.com.ng or submit your content by providing us with a MSWORD or other acceptable program which meets the specifications required by Hasotel Publishing.

8.4 License. In order for Hasotel Publishing to be able to provide you with our Services, you hereby agree to provide us with the following licenses to use your Book Content:

8.4.1 License to print your Works. You hereby grant to Hasotel Publishing a non-exclusive, worldwide, fully-paid and royalty-free license (a "License") to reproduce and distribute your Book Content for the purpose of printing the Books that you order or that you authorize for purchase by others, and for any other related purpose that you authorize (including the use by other Members as a contribution to their Books). You agree that Hasotel Publishing reserves the right to maintain the electronic files for any Book(s) to fulfill any further orders which may be placed for such Book(s) and to maintain an archival copy of the printed Book.

8.4.2 License to use your Book Content for optional Hasotel features. In the event you decide to use any optional feature that Hasotel may offer, such as allowing others to search for and see an electronic preview of your Book(s) or applications to use the Services in connection with other services and online communities, you hereby grant to Hasotel a License to reproduce, distribute, publicly display, use, and otherwise make available the designated Book(s), any Book Content therein, and any other data and information you provide in connection with the optional feature, as required for Hasotel to provide such optional feature.

8.5 ISBN Numbers; Publisher Status. Hasotel Publishing may provide features that permit you to include an International Standard Book Number ("ISBN") with your Book. Depending on the features, you may be permitted to acquire an ISBN through Hasotel or provide your own ISBN for inclusion in your Book. YOU ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING THE METHOD YOU USE TO OBTAIN AN ISBN FOR YOUR BOOK(S), HASOTEL IS NOT THE PUBLISHER OF YOUR BOOKS (INCLUDING YOUR BOOK CONTENT) AND YOU WILL NOT STATE OR OTHERWISE SUGGEST THAT HASOTEL IS THE PUBLISHER OF YOUR BOOKS. YOU REPRESENT AND WARRANT THAT YOU ARE THE PUBLISHER OF YOUR BOOK(S) (INCLUDING YOUR BOOK CONTENT) AND, IN ANY CASE, THAT YOU BEAR THE FULL AND ULTIMATE RESPONSIBILITY FOR THE PUBLICATION AND DISTRIBUTION OF YOUR BOOKS (INCLUDING YOUR BOOK CONTENT).

9. Hasotel Content. The Services contain Content of Hasotel Publishing and its licensors ("Hasotel Content"). Hasotel Publishing and its licensors (including Users) own and retain all proprietary rights in the Hasotel Content and the Services. Hasotel hereby grants you a limited, revocable, non-sublicensable license to reproduce and publicly display the Hasotel Content (excluding any software code) solely for your personal use in connection with viewing the Website and using the Services. Except as provided in the previous sentence, you shall not reproduce, distribute, publicly perform (including by means of digital audio transmission), publicly display, create derivative works of, and otherwise use the Hasotel Content.

10. Other Content. Notwithstanding Section 8.4.2 above, You hereby grant to Hasotel an irrevocable,

perpetual, nonexclusive, fully-paid and royalty-free license (with right to sublicense) to use, create derivative works, reproduce, distribute and publicly display any Content, but not your Book Content, that you upload, post, email, transmit or otherwise make available on the Website or App ("Other Content"). Examples of Other Content include your digital correspondences with Hasotel via social media, any public information you upload about a Book through our Website or App, and public profile information you provide through our Website or App. We may use Other Content in our internal and external marketing materials as well as to provide You with better service and support.

11. Your Content and Activity. You are solely responsible for any and all Book Content and Other Content that is posted by or through your Account on any Services (including any Content that you may have received by third parties) including any e-mail, or included in Books submitted by you for print services, and for your interactions with other Users. You agree that Hasotel Publishing retains the right to create limits on Hasotel's archiving of such data, including but not limited to the right to delete such data after a certain period without a purchase or to charge for extended storage of such data.

11.1 Prohibited Content. YOU MAY NOT INCLUDE "PUBLISHED BY HASOTEL," "HASOTEL PUBLISHING" OR ANY OTHER REFERENCE THAT DIRECTLY OR INDIRECTLY SUGGESTS OR IMPLIES THAT HASOTEL IS THE PUBLISHER OF THE BOOKS THAT YOU CREATE USING THE SERVICES. You agree that you will not post, submit for print services, or otherwise provide to the Services, any Prohibited Content. "Prohibited Content" includes Book Content or Other Content that: (i) is offensive, pornographic, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (ii) bullies, harasses, or advocates stalking, bullying, or harassment, of another person; (iii) involves the transmission of "junk mail," "chain letters," unsolicited mass mailing, or "spamming,;" (iv) is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (v) promotes, reproduces, performs or distributes an illegal or unauthorized copy of another person's work that is protected by copyright or trade secret law, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protection devices, or providing pirated music or links to pirated music files; (vi) is involved in the exploitation of persons under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 13; (vii) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses and other harmful code; (viii) solicits passwords or personally identifying information for commercial or unlawful purposes from other Users; (ix) contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software; (x) violates any applicable law, including, but not limited to laws and regulations governing export control, unfair competition, anti-discrimination and false advertising; (xi) involves commercial activities that are detrimental to the interests of Hasotel Publishing; or (xii) otherwise violates this Agreement or creates liability for Hasotel. HASOTEL RESERVES THE RIGHT TO REFUSE TO PRINT ANY BOOK THAT CONTAINS CONTENT THAT IT DETERMINES IN IT SOLE DISCRETION IS PROHIBITED CONTENT, and you agree to indemnify and hold Hasotel and its subsidiaries, affiliates, officers, employees, suppliers, service providers, and partner companies harmless for any claims, losses, liabilities and expenses arising out of or relating to any breach of this section.

11.2 Your Profile. Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter. You may not post or submit for print services a photograph of another person without that person's permission.

11.3 Member Interaction. You will not use (a) the Services and (b) any information obtained from the Services in order to harass, abuse, send Spam to, or harm another person, or in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent.

11.4 No Disruption. You will not: (i) cover or obscure the banner advertisements that might be placed on your personal profile page, or any Hasotel page via HTML/CSS, scripting, or any other means, if any; (ii) interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services; or (iii) introduce software or automated agents to the Services, generate automated messages, or to strip or mine data from the Services.

11.5 Miscellaneous. You will not attempt to impersonate another User or person, including any employee of Hasotel. You will use the Services in a manner consistent with any and all applicable laws and regulations.

11.6 Enforcement by Hasotel. Hasotel Publishing has the right (but not the obligation) to review any Content and delete any Content that in the sole judgment of Hasotel violates this Agreement; is Prohibited Content, is illegal, violates the rights, harms, or threatens the safety of any User or any other person; or creates liability for

Hasotel, its suppliers, service providers, partner companies, or any User. Hasotel reserves the right (but has no obligation) to investigate and take action in its sole discretion against you if you violate this provision or any other provision of this Agreement, including without limitation, removing Prohibited Content from the Services, terminating your membership, reporting you to law enforcement authorities, and taking legal action against you.

12. Copyright Policy. It is Hasotel Publishing's policy to terminate membership privileges of any Member who infringes copyright upon prompt notification to Hasotel by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services or used in any Book in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the location on the Service of the material that you claim is infringing; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Hasotel's Copyright Agent for notice of claims of copyright infringement is as follows:

Hasotel International Limited

Attn: Copyright Agent

Suite 2007, Anbeez Plaza,

Plot 2121 Ndola Crescent,

Zone 5, Wuse, Abuja,

Nigeria.

13. Third Parties and Other Users.

13.1 Third Party Content. Content from other Users, advertisers, and other third parties is made available to you through the Services. Because Hasotel does not control such Content, you agree that Hasotel is not responsible for any such Content, including advertising and information about third party products or services. Because Hasotel does not have control over such Content, Hasotel makes no guarantees about the accuracy, currency, suitability, or quality of such Content, and Hasotel assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful Content made available by other Users, advertisers, and third parties.

13.2 Responsibility. Your interactions with other Users or third parties, or with advertisers, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the other User, the advertiser, or third party. The foregoing also applies to any interaction between Members (including the contribution and/or receipt of any Content) in the course of using the Services' functionality to make contributions to the books of other Members and to receive contributions from other Members to your own Books. You agree that Hasotel will not be responsible for any loss or damage incurred as the result of any such interactions and dealings listed in this section or with respect to any other User's use or disclosure of your personally identifiable information. If there is a dispute between you and any third party (including any User), Hasotel is under no obligation to become involved; however, Hasotel reserves the right to monitor disputes between you and other Users.

13.3 Third-Party Links. The provision of links to other websites or locations is for your convenience and does not signify our endorsement of such other websites or locations or their contents. Links to other Websites or locations may also be posted by other Users within the Hasotel community. Hasotel Publishing has no control over, does not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of our Privacy Policy do not apply to these outside websites.

14. Copyright/Trademark Information. Copyright © 2013–2017, Hasotel. All rights reserved. The trademarks, logos and service marks ("Marks") displayed on the Hasotel Publishing Website and App or in connection with the Services are the property of Hasotel or other third parties. You are not permitted to use these Marks without the prior written consent of the third party that owns the Mark.

SUBMISSIONS, PAYMENTS AND HASOTEL PUBLISHING TERMS

1. Services

From among the various services outlined at the website www.publishing.hasotel.com.ng (the "Website"), AUTHOR initially has selected and purchased the publishing package and/or other services that are identified in the Publishing Submission Form submitted by AUTHOR to SERVICE PROVIDER, AUTHOR hereafter

may select and purchase additional services offered from the Website. All services selected by AUTHOR from the Web Site, both initially and subsequently, are called the “Services,” “SERVICES,” or “services.” This Agreement, in conjunction with the Terms and Conditions from time to time appearing on the Website, shall be binding for the use and fulfillment of each service selected and purchased by AUTHOR.

2. Publish and Distribution Services.

AUTHOR hereby grants to the SERVICE PROVIDER the non-exclusive, worldwide rights to print and publish, distribute and sell the WORK in print form.

AUTHOR hereby grants to the SERVICE PROVIDER the non-exclusive, worldwide rights to print and publish, distribute and sell, in the eBook and audio book format, (i) the WORK, in whole or in part, and (ii) any compilations and collective works that include all or part of the WORK. eBook format is defined as any and all electronic formats, presently existing and created in the future, as determined at the sole discretion of SERVICE PROVIDER.

AUTHOR grants SERVICE PROVIDER the rights to exploit the licenses granted in Paragraphs 2 above through all such distribution channels (now or hereafter known), including online or electronic distribution channels (e.g., e-retailers, various websites), as SERVICE PROVIDER deems appropriate.

AUTHOR also grants to SERVICE PROVIDER the rights to use, display, and exhibit the WORK, excerpts from the Work, the title of the Work, and information regarding AUTHOR and/or the WORK (the “LICENSED MATERIALS”) in all media now or hereafter known (including all electronic and print media) for the purposes of advertising, marketing and promoting the WORK. Electronic excerpts shall be viewable (at a minimum) on the Website, and/or partner websites that have entered into agreements with SERVICE PROVIDER, in order to facilitate promotion, marketing, distribution, and sales of the WORK. This grant includes SERVICE PROVIDER's vendors, subcontractors, licensees and distributors and SERVICE PROVIDER'S respective affiliates. AUTHOR agrees to promptly provide any information requested by SERVICE PROVIDER for the purposes described above in this paragraph. Additional terms relating to advertising, marketing and promoting the WORK are set forth in Paragraph 16 below.

AUTHOR ACKNOWLEDGES THAT SERVICE PROVIDER HAS NO CONTROL OVER THE PURCHASING DECISIONS OF BOOKSELLERS OR BOOK BUYERS AND CANNOT BE HELD LIABLE FOR THEIR ACTIONS.

3. Storage and Hosting.

AUTHOR grants to SERVICE PROVIDER the rights to copy, reproduce, warehouse, host, store, use, transmit and distribute tangible and electronic copies of the LICENSED MATERIALS (in any formats now or hereafter known, and using any computer, telecommunications or other hardware, software and technologies now or hereafter known) as deemed necessary or appropriate by SERVICE PROVIDER to facilitate its exercise and exploitation of the licenses and rights granted to it in Paragraph 3 above. This grant includes SERVICE PROVIDER's vendors, subcontractors, licensees and distributors and SERVICE PROVIDER'S respective affiliates.

4. Other Rights

All rights not expressly granted to SERVICE PROVIDER are reserved to AUTHOR.

5. Term

This Agreement will automatically be terminated upon the completion of the Work as provided by SERVICE PROVIDER to AUTHOR as stipulated in the agreement or if either party gives at least thirty (30) days advance written notice, prior to the end of the then-current term, that such party desires to terminate.

6. Submissions Guidelines and Payments

6.1 Submissions

Online Submissions are submitted at SERVICE PROVIDER's website in an automated manner. AUTHOR must upload:

All information requested during the online submission process,

A copy of the WORK in an electronic format listed as acceptable on the SERVICE PROVIDER's website, and
All graphics (if AUTHOR chooses to provide) in an electronic format listed as acceptable on the SERVICE PROVIDER's website.

Submissions by Mail are sent via Nigeria mail or by express courier. AUTHOR must submit in one package: (1) Signed hardcopy of the Publishing Agreement, (2) Fully completed current title submission form, (3) Payment

for Services (if not previously received), (4) Copy of the WORK in an electronic format listed as acceptable on the SERVICE PROVIDER's website, and (5) All graphics (if AUTHOR chooses to provide) in an electronic format listed as acceptable on the SERVICE PROVIDER's website.

The package must be sent to: Hasotel International Limited, Suite 2007, Anbeez Plaza, Plot 2121 Ndola Crescent, Zone 5, Wuse, Abuja, Nigeria.

SERVICE PROVIDER is not responsible in any manner for materials never received or lost in transit.

6.2 Payments.

The fees for publishing and related services shall be based on the current information displayed on the SERVICE PROVIDER's website. SERVICE PROVIDER may change the fee structure, at any time, at its sole discretion. In the event that a fee is established based on input from AUTHOR, the fee can be reviewed by SERVICE PROVIDER. If Terms and Conditions SERVICE PROVIDER believes the fee structure should be higher than the pricing estimated based on AUTHOR input, SERVICE PROVIDER will contact AUTHOR to request additional payment before starting the publication process. Payment for services and related fees must be made with major payment debit or credit card (accepted cards as listed on SERVICE PROVIDER's website) and shall be made to Hasotel International Limited.

AUTHOR shall follow all the submissions procedures and payment requirements attached in Schedule Paragraph 4.1 and 4.2 above.

7. Submission Acceptance.

SERVICE PROVIDER reserves the right, in its sole discretion, by giving written notice to AUTHOR, not to accept a submission upon receipt. In such event, SERVICE PROVIDER will refund the AUTHOR's submission payment, but SERVICE PROVIDER shall have no obligation to return the submission package or the WORK.

8. Publication.

SERVICE PROVIDER intends to publish the WORK within ninety (90) days after receipt of all required materials relating to the WORK, but in no case later than one hundred eighty (180) days after the receipt of all the required materials relating to the WORK. If SERVICE PROVIDER does not make the WORK available within such time, except for delays caused by external circumstances beyond its control, AUTHOR may give written notice to SERVICE PROVIDER to make the WORK available within thirty (30) days. If SERVICE PROVIDER does not do so, this Agreement shall terminate and all rights herein granted shall revert to AUTHOR.

9. Publication Format Terms and Conditions.

SERVICE PROVIDER shall publish the WORK in paperback, hardcover, audio book, and/or eBook editions (if selected by AUTHOR as part of the SERVICES). SERVICE PROVIDER shall follow AUTHOR's suggestions for the interior design of the WORK where practicable, provided AUTHOR complies with SERVICE PROVIDER's interior design guidelines, and shall follow AUTHOR's suggestions for the custom-designed cover of the WORK provided AUTHOR complies with SERVICE PROVIDER's cover design guidelines. In all other respects SERVICE PROVIDER shall determine the details of publication, including the appearance (including on-line presentation), price, production and manufacturing of the WORK. SERVICE PROVIDER will retain final discretion over style and formatting of the WORK and its cover. SERVICE PROVIDER also reserves the right to introduce additional versions of the WORK. SERVICE PROVIDER has the exclusive right to determine whether or not to utilize digital rights management (DRM) technology. AUTHOR acknowledges that AUTHOR may not utilize the formatted WORK, International Standard Book Number (ISBN), and cover with any other SERVICE PROVIDER at any time during or after the term of this Agreement. As the WORK can be available in multiple formats, SERVICE PROVIDER reserves the right to terminate and recommence individual ISBN's of the WORK in each different format selected by AUTHOR.

10. AUTHOR Proof.

SERVICE PROVIDER will provide AUTHOR with the proofing option outlined on the Website, which AUTHOR has selected as part of the SERVICES. AUTHOR shall have fourteen (14) days to proof the WORK. AUTHOR shall use reasonable efforts to adhere to proofing procedures posted by SERVICE PROVIDER on the Website, and it is understood by AUTHOR that SERVICE PROVIDER may terminate this Agreement in the event AUTHOR does not provide the required proofing feedback. If SERVICE PROVIDER terminates publication due to a lack of required feedback from AUTHOR, SERVICE PROVIDER shall not be required to refund any submission payments, or return the submission package or WORK.

SERVICE PROVIDER shall not be required to refund any submission payments, or return the submission package or WORK

11. Copyright and Title Registration.

SERVICE PROVIDER agrees to include a copyright notice in accordance with AUTHOR's instructions in each copy of the WORK and to secure a unique ISBN for each print, audio book, and eBook version of the WORK.

12. Title and AUTHOR Information.

SERVICE PROVIDER may post pertinent information regarding AUTHOR or the WORK on the Website, as well as SERVICE PROVIDER's vendors and affiliates' web sites, in order to provide the Services in accordance with the terms of this Agreement. The information may include elements of the submission package, such as the AUTHOR biographical sketch and description of the WORK. SERVICE PROVIDER may also post or disseminate, on any websites or in other media, additional information that SERVICE PROVIDER in its discretion believes may help promote AUTHOR or WORK. If SERVICE PROVIDER requests such information, AUTHOR agrees to promptly provide the requested information. This Paragraph 12 shall not be construed in any way to limit any of the rights and licenses granted to SERVICE PROVIDER in Paragraphs 2 and 3 above.

13. SERVICE PROVIDER Bankruptcy.

If SERVICE PROVIDER commences bankruptcy proceedings, all rights herein granted to SERVICE PROVIDER shall revert to AUTHOR.

14. Termination by SERVICE PROVIDER.

Upon giving thirty (30) days advance written notice, SERVICE PROVIDER may terminate publication of the WORK without cause, at which point all rights herein granted to SERVICE PROVIDER shall revert to AUTHOR. SERVICE PROVIDER also reserves the right to terminate this Agreement and to discontinue publication of the WORK at any time, effective upon forwarding written notice to AUTHOR, if, in SERVICE PROVIDER's judgment, the WORK may subject to SERVICE PROVIDER to the risk of litigation or other adverse commercial consequences. If such notice is given prior to publication of the WORK, SERVICE PROVIDER will refund amounts paid by AUTHOR less a \$55,000 fee to defray setup costs, and neither party will have any further obligations to the other. Notwithstanding anything to the contrary set forth elsewhere herein, AUTHOR's representations, warranties and indemnities set forth in Paragraphs 15 and 16 shall survive any termination or expiration of this Agreement, regardless of the reason therefore.

15. AUTHOR Warranties.

AUTHOR represents and warrants the following to SERVICE PROVIDER:

- (i) AUTHOR is the sole author of the WORK and the sole owner of the copyright in the WORK; AUTHOR either is the sole owner of the copyright in any associated cover or interior graphics supplied by AUTHOR for the WORK or has secured written permission (which AUTHOR will furnish to SERVICE PROVIDER together with any required third party credits) to use the same in the WORK; and AUTHOR has full power, authority and right to enter into this Agreement and to grant the rights herein granted;
- (ii) This Agreement does not conflict with any arrangements, understandings, or agreements between AUTHOR and any other person or entity;
- (iii) The WORK is not in the public domain and is entirely original except for portions thereof for which legally effective written licenses or permissions have been secured;
- (iv) The WORK and all rights therein are free of liens, claims, interests or rights in others of any kind;
- (v) The WORK as submitted, and its publication by SERVICE PROVIDER, and the WORK'S title do not and will not violate or infringe upon any rights of any other person or entity, including, without limitation, copyrights, trademark rights, trade secret rights, other intellectual property rights, contract rights, privacy rights, or publicity rights;
- (vi) The WORK is not defamatory, slanderous, libelous, or obscene, or in any other way illegal; and any recipes, formulae, instructions, or recommendations contained in the WORK are not and will not be injurious to any reader, user, or any third person; and
- (vii) All information in the submission package is accurate.

16. Indemnification.

AUTHOR agrees to indemnify and hold harmless SERVICE PROVIDER, its AFFILIATES and any seller of the WORK from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including, without limitation, reasonable attorney's fees and court costs) arising from, [Hasotel Publishing. Terms and Conditions, 2017](#)

connected with, or by reason of any breach or alleged breach of any of the representations and warranties set forth in Paragraph 15 above. All representations, warranties and indemnities made by AUTHOR herein shall survive termination of this Agreement. "AFFILIATES" means owners, shareholders, officers, directors, managing members, employees, parents, subsidiaries, affiliated companies, licensees, distributors, vendors, subcontractors, advertisers, Internet service providers, attorneys, and accountants and any other person or entity to whom SERVICE PROVIDER extends its representations and warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the WORK or the exercise of any rights therein or derived therefrom. In defending any such claim, action or proceeding, SERVICE PROVIDER shall have the right to defend with attorneys of its own selection and to settle the same, and AUTHOR shall fully cooperate in the defense thereof.

17. Notices.

Except as otherwise provided in Paragraph 5 above, all notices must be given in writing and hand delivered or by priority mail/ courier, (e.g., FedEx, UPS, or DHL) to AUTHOR's specified address and to SERVICE PROVIDER's addresses displayed on the Website on the date of the notice. Notwithstanding the foregoing, e-mail notices may be used for matters involving proofing and publication of the WORK.

18. Additional Instruments Terms and Conditions.

AUTHOR agrees to complete and execute the title submission form and AUTHOR biographical sketch (and all additional instruments reasonably requested by SERVICE PROVIDER to confirm and effectuate this Agreement.

19. Copyright Infringement.

If during the term of this Agreement the copyright in the WORK is infringed, AUTHOR hereby authorizes SERVICE PROVIDER, at SERVICE PROVIDER's sole expense, to commence an action for copyright infringement in AUTHOR's name. Any recoveries from such litigation shall be applied first to reimburse SERVICE PROVIDER for its expenses incurred in such litigation and thereafter any remaining balance shall be divided equally between SERVICE PROVIDER and AUTHOR. SERVICE PROVIDER shall have no liability to AUTHOR if SERVICE PROVIDER elects, in its sole discretion, not to commence such an action. If SERVICE PROVIDER does not bring such an action, AUTHOR may do so at AUTHOR's sole expense. Any recoveries from such litigation commenced by AUTHOR shall be applied first to reimburse AUTHOR for AUTHOR's expenses incurred in such litigation and thereafter any remaining balance shall be divided equally between AUTHOR and SERVICE PROVIDER.

20. Purchase of Additional Services.

In the event AUTHOR, after submitting his or her initial Publishing Order Form with this Agreement, purchases additional services relating to the WORK from SERVICE PROVIDER or its AFFILIATES, the Terms and Conditions available on the Website at the time in question will take precedence for those services. Further information regarding additional services is available on the Website.

21. General Provisions.

This Agreement shall be governed by the internal laws of the Federal Republic of Nigeria as a contract fully executed, without regard to conflict of laws rules, and shall be binding upon the heirs, executors, administrators and assigns of AUTHOR and upon the successor and assigns of SERVICE PROVIDER. AUTHOR hereby agrees and consents to the exclusive jurisdiction of the courts of the Federal Capital Territory (FCT), in the Federal Republic of Nigeria, for any disputes relating to this Agreement. AUTHOR hereby agrees not to commence an action against SERVICE PROVIDER or its AFFILIATES in any court outside of the Federal Capital Territory (FCT), in the Federal Republic of Nigeria. Any assignment of this Agreement or any part thereof by AUTHOR without SERVICE PROVIDER's prior written consent shall be null and void. SERVICE PROVIDER may assign this Agreement. If any term or provision of this Agreement is illegal or unenforceable, then, nonetheless, this Agreement shall remain in full force and effect and such term or provision shall be deemed deleted or curtailed only to such extent as is necessary to make it legal or enforceable. This Agreement, together with Schedule A and the portions of the Website referred to above or in Schedule A, represent the complete understanding between the parties as to its subject matter and supersede all prior understandings, if any, as to its subject matter. Other than amendments by SERVICE PROVIDER, no modification, amendment, or waiver shall be valid or binding unless made in writing and signed by all parties hereto.

22. Force Majeure. A party will not be liable for non-performance or delay in performance (other than of obligations regarding payment of money) caused by any event reasonably beyond the control of such party

including, but not limited to wars, hostilities, revolutions, riots, civil commotion, national emergency, epidemics, fire, flood, earthquake, force of nature, explosion, embargo or any "act of God."

23. Other Terms and Conditions

This Agreement is accepted upon your use of the Hasotel Publishing Website or App or any of the Services or when you register to become a Member. This Agreement, including the Privacy Policy which are incorporated by reference, constitutes the final, complete and exclusive agreement between AUTHOR and SERVICE PROVIDER regarding the subject matter hereof and supersedes and merges all prior discussions between the parties. If any provision of this Agreement is found to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives to the greatest extent possible under any applicable law and the remaining provisions will continue in full force and effect. The failure of SERVICE PROVIDER to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Please contact us with any questions regarding this Agreement.