

# artelittera

digital download platform

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## CONTRACT FOR DIGITAL MARKETING BOOK CHAPTERS

### BETWEEN :

hereinafter "the Editor", represented

and :

**ARTELITTERA SASU** registered at Paris (France) under the intra-community VAT : FR15 794328054 and SIRET number : 79432805400018

### Article 1 - Purpose of contract

The contract covers the sale of PDF files that correspond to chapters of selected books in the catalog of the Editor to be integrated as chapters, for their commercial release on the site of **ARTELITTERA** ([www.artelittera.com](http://www.artelittera.com) but also [chapters.artelittera.com](http://chapters.artelittera.com) and [tushu.artelittera.com](http://tushu.artelittera.com)) paid downloads in exchange give rise to compensation paid to the Editor and fixed in Article 6.

### Article 2 - Rights of the work

2.1 The Editor grants a nonexclusive basis to **ARTELITTERA** the operating license reproduction rights of the selected works in digital format, their integration into the database and their use in commercial distribution by **ARTELITTERA**. It is stated that printing on paper only concerns "printer output" of pages downloaded by customers on the site **ARTELITTERA** ([www.artelittera.com](http://www.artelittera.com) [chapters.artelittera.com](http://chapters.artelittera.com) [tushu.artelittera.com](http://tushu.artelittera.com)).

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2 .2 It is clear that **ARTELITTERA** to ensure the promotion and advertising of its site, shall be entitled, if deemed necessary, to grant downloads for free, of chapters : Introduction, summary, index, bibliography, biographies of authors, in agreement with **the Editor**.

2 .3 This non-exclusive franchise is granted to have effect in all places accessible to the public and private in all places, over the world and will last as long as this contract.

2 .4 **ARTELITTERA**, as assignee of the Editor shall have the right to take legal action at the risk and profits, both as plaintiff and defendant, for the protection of the rights granted, due to infringement or other prior or subsequent to this assignment. Editor may assist in such an action must be informed by **ARTELITTERA** any action that **ARTELITTERA** would consider engaging, and any actions or claims of third parties.

2 .5 **ARTELITTERA** agrees to implement and maintains a reliable security system to safeguard the rights relating to works. Each Internet customer agrees, prior to the first paid download, use conditions by which it undertakes in particular to respect the fact that the information comes from works protected by the provisions of the Copyright Code of Intellectual Property and that such information may be used by him for its own needs.

### **Article 3 - Rights and obligations Editor**

3 .1 The supply of the digital work is done by the Editor in respect of the contract and any legislation and any applicable regulations, customs and intellectual property rights or other third parties and Authors.

3 .2 The Editor warrants to **ARTELITTERA** that, subject to the moral rights of authors, he has sole authority to negotiate the transfer of rights under this contract and therefore it is the sole owner of all property rights Intellectual and other works relating to. Those rights are not encumbered by any condition, security, pledge, sublicense, or other nature reserves to prevent their exploitation by free download platform **ARTELITTERA**.

3 .3 The Editor warrants to **ARTELITTERA** peaceful enjoyment of the rights granted under this contract and guarantees against all **ARTELITTERA** infringement actions, all disorders, any claims and evictions.

3 .4 The Editor agrees to give away **ARTELITTERA** files in PDF format in their latest version after the signing of this Agreement or amendments thereto.

### **Article 4 - Rights and obligations of ARTELITTERA**

4 .1 **ARTELITTERA**, who took the initiative of the site, ensures single management. **ARTELITTERA** freely decides the presentation, including graphics, of the platform and the price of downloadable files. **ARTELITTERA** remains the sole owner of database and files consist of data collected from Internet customers from the platform.

4 .2 **ARTELITTERA** warrants to the Editor that :

- Any person or entity has or will have throughout the period of this contract, no right or interest in the shares of the platform that would be likely to affect the rights granted by the Editor under this contract. **ARTELITTERA** not lead any action likely to impair those rights ;

- Any action relating to shares of the platform or likely to affect the compliance **ARTELITTERA** its obligations under this contract is in progress. **ARTELITTERA** notifies the Editor of any steps ;

- The actions of the platform **ARTELITTERA** satisfy any law and any applicable regulations.

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**4.3 ARTELITTERA** undertakes to ensure that documents and computer files provided by the Editor as directed in Appendix 3 are used exclusively for paid download works divided into chapters covered by the contract says, for her integration into the database and site promotion. **ARTELITTERA** also undertakes to implement a level of security to protect works against unauthorized copying.

**4.4 ARTELITTERA, if the Editor has no files are scanned s works covered by this contract** will be responsible for scanning. Accordingly, the costs of the digitization of works will be chargeable to the **Editor**.

**4.5 ARTELITTERA** agrees to :

- a) present the work as chapters on the platform of paid download for the duration specified in Article 8 of the Contract in the form of downloadable chapters ;
- b) does not change the content of works beyond its formatting enabling it online chapters on the download platform.
- c) submit, however, each chapter in PDF format of each work to put online, the control of the Editor so that it removes, if deemed necessary, one or more pages in the document. No chapter belonging to the works of the Editor can not be put online in its final form without being validated by the Editor.

**4.6 ARTELITTERA** will ensure that contact the Editor holds the rights to the works are provided to customers of the Internet platform.

**4.7 ARTELITTERA** shall be entitled to set up and implemented on the platform, the location of his choice, so clearly visible, one or more banner (s) commercial (s)" exception to the editors competitors unless approved by the **Editor**, and one or more link (s) hyperlink (s) to other sites, without any additional compensation for the benefit of the **Editor**, even if this operation should generate revenue for the benefit of **ARTELITTERA**.

**4.8 ARTELITTERA**, without having to pay any compensation of any nature whatsoever and for any purpose whatsoever, to the Editor or any other person, may at any time to update, enhance, modify the platform download or terminate. In the event of termination of the activity, **ARTELITTERA** will solve any remaining compensation due to the Editor, will remove his works from the database and will destroy all copies of the works he may have.

## Article 5 - Compensation Editor

**ARTELITTERA** chooses the selling price of downloads, so **1 chapter downloaded = 4€ (if the price of book is less than 50€) and 5€ (if the price of is more than 50€)**

**5.1** The Editor receives remuneration of **50%** calculated from the fixed price of **4€ (all taxes), 3,79 € (without taxes)** on the basis of each click **download of the work**.

**A summary of download sales will** be presented every 12 months to the **Editor** that will send an invoice.

The regulations will be addressed by **ARTELITTERA** given the invoice. **ARTELITTERA has no remuneration to be paid to the authors of chapters posted.**

**5.2 ARTELITTERA** will allow the editor to proceed, at any time by a player of his choice at any technical control and accounting of transactions with the works available online, subject to being informed two (2) months before. It can not be made more than one (1) control for every 12 (12) months. Control costs will be borne entirely by the Editor, except in cases where such checks reveal a difference of more than 5% between the amount owed to the Editor and the amount sent to the Editor.

## Article 6 - Responsibilities of ARTELITTERA

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**6.1. ARTELITTERA** assumes, subject to the provisions of Article 4 of this contract, the full responsibility of the activity of the platform. Accordingly, **ARTELITTERA** :

- a) is solely responsible for any direct, to any user or customer to any third party that would cause or basis for the operation of the platform,
- b) supports any action or claim relating to the platform,
- c) is solely responsible for the protection of particular readers for publications aimed at young people or indecent and should ensure by whatever means it deems appropriate, prior to the consultation of the work that the reader is able to read it.

**6.2. ARTELITTERA** agrees to obtain insurance coverage for all damages or liability related to his professional activity and operation of the platform and to meet its matching bonuses during the term of this contract.

**6.3. ARTELITTERA** is not be held liable to any third party and Editor in any capacity whatsoever, interruption or failure of the operating platform resulting security systems adopted by **ARTELITTERA** with external suppliers and **ARTELITTERA** which is not the designer.

As such, **ARTELITTERA** will implement all measures to remedy the situation and will in no way responsible for legal and technical devices hacker downloadable files, by the **Editor**, neither the authors nor by any third party.

## Article 7 - Duration / Termination

**7.1** The present contract is concluded for a period of one (1) year from the online works. It will be automatically renewed for successive periods of one (1) year, unless terminated by either Party subject to a notice of ONE (1) month before the arrival of the term of the current period.

**7.2** Notwithstanding the provisions of Article 8.1, each party may terminate the contract of right and without notice upon notice to the other Party if it finds:

- a) a material failure of the other Party of its obligations under the Contract, which could be repaired in full but which he has not been fully remedied within SEVEN (7) days after written notice specifying the breach and requesting that it will be remedied;
- b) any material failure of the defaulting Party of its obligations under the Contract which can not be repaired;
  - That the other Party is subject to reorganization or a liquidation, unless the continuation of the Contract shall be decided by the administrator or other person qualified to do so, as well as case of voluntary liquidation of the other Party.

**7. 3** In case of transfer of control of **ARTELITTERA** within the meaning of Article L 233-3 of the Commercial Code, a publishing company competing with that of the Editor or group controlling a publishing competitor that of the Editor, the Editor may terminate the contract of right with a notice of thirty (30) days after written notice to **ARTELITTERA**.

**7. 4** The Editor reserves the right to withdraw the work covered by this contract from the scope hereof, before the term of said contract, if the claim of an Author or his assigns under their property rights and / or moral.

**7. 5.** Upon expiration of this contract, due to its early termination or for any reason whatsoever, **ARTELITTERA** undertakes to:

- a) immediately cease all use of digital files of works ;
- b) destroy its entirety, and this within a week unless previously agreed between the Parties on the restitution of scanned files to the Editor;
- c) immediately cease all use of trademarks and logos Editor, end links to sites Editor, pay charges still owed to the Editor.

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**7. 6 ARTELITTERA** not be held responsible to the Editor or any expenses harm likely to arrive after the termination.

**7. 7** The cancellation or termination of this contract does not relieve the parties of their responsibility for any fact or default prior to the effective date of this contract.

#### **Article 8 - Assignment of Contract**

Subject to prior consent of the Editor's written notice within a reasonable time, **ARTELITTERA** may transfer all or part of the rights and obligations of this Agreement to any subsidiary / entity and / or third party of their choice. In this hypothesis, **ARTELITTERA** notify the Editor, by registered letter with acknowledgment of its intention to assign this Agreement. The Editor undertakes to use its best efforts to provide a response within two months of this notification. If unambiguous written agreement from the Editor, **ARTELITTERA**, be released from any obligations under this contract, and the Editor will be sole contact the assignee of all or part of the Contract. Otherwise, the parties shall consult to decide whether the termination of the agreement, either on its continuation in the terms and conditions hereof.

The Agreement is governed in its interpretation and execution by French law. Any dispute concerning the enforcement, interpretation, termination of the Contract, notwithstanding plurality of defendants or third parties, including the case of summary proceedings, will be subject to the jurisdiction of competent courts in the jurisdiction of the Court of Appeal of Paris.

Done at Paris , the  
In duplicate with one going to each party.

ARTELITTERA  
By Chantal Vieuille, CEO

Editor or other  
By