

Publisher Agreement

Version 1.7



Effective Date: September 4, 2008

Welcome to the AllAudioGuides Publisher Agreement ("Agreement"). This Agreement contains the terms and conditions under which AllAudioGuides offers the "Publisher Service" (defined below). Use of the AllAudioGuides Publisher Service constitutes your agreement to and acceptance of this Agreement.

1. Agreement.

1.1 Publisher Service. This Agreement provides the terms and conditions under which AllAudioGuides provides its service that will allow you to market, and sell Products (audio guides) through AllAudioGuides.

1.2 Disputes. Any disputes you may have relating to your use of the Publisher Service will be subject to Dutch law.

1.3 Changes. AllAudioGuides reserves the right to change any of the terms and conditions contained in this Agreement by posting a change notice or a new agreement on the AllAudioGuides Website. In the event of substantive changes to the terms of this Agreement, you will be notified by email. If any modification is unacceptable to you, your only recourse is to not use the Publisher Service. Your continued use of the Publisher Service following posting of a change notice or new agreement on the AllAudioGuides Website will constitute binding acceptance of the changes.

2. Becoming a Publisher.

2.1 Opening an Account. Only Publishers have the right to use the Publisher Service. To become a Publisher, you must open a Publisher account (an "Account") with AllAudioGuides through its online registration process.

2.2 Contact Information. You must provide AllAudioGuides with accurate and complete contact, payment and tax identification information when you open an Account. You must immediately notify AllAudioGuides if any of this information changes. If you do not provide AllAudioGuides with complete, accurate, and updated contact, payment and tax identification information, you may not be eligible to sell Products for-profit.

2.3 Account Security. You will need to select a password if you open an Account. You will be solely and exclusively responsible for keeping your password confidential and all use of your password and Account, including, without limitation, any use by any unauthorized third party. You must notify AllAudioGuides immediately if you believe your password has been or may be obtained or used by any unauthorized person or entity. In addition, you must notify AllAudioGuides immediately if you become aware of any other breach or attempted breach of the security of your Account or the AllAudioGuides Service.

3. Your Obligations.

3.1 General. You must use the Publisher Service in a manner that demonstrates common sense and respect for the rights of AllAudioGuides in accordance with applicable laws and regulations.

3.2 Products. You will be solely and exclusively responsible for ensuring that your Products that you submit to AllAudioGuides comply with the terms and conditions of this Agreement and all applicable laws, regulations and rules.

3.3 Prohibited Content. You may not market or sell a Product that AllAudioGuides believes: (i) infringes the rights of a third party, including, without limitation, copyrights, trademarks, patents, trade secrets, and rights of privacy and publicity; (ii) is defamatory; (iii) is obscene or pornographic; or (iv) violates any applicable law, rule, or regulation, including, without limitation, by exploiting images or the likeness of minors.

4. Licensing Your Content to AllAudioGuides.

In uploading any of your Content to the Website, you grant to AllAudioGuides the worldwide and nonexclusive right to distribute that Content and to promote, market, and advertise your Products or the AllAudioGuides Service generally. Without limitation, this promotion, marketing, or advertising may consist of: (i)

display of your Products, (ii) promotional "streams" of audio Content on the Website, (iii) Product or Content placement in magazines, television shows, movies and other media.

This Section 4 only gives AllAudioGuides the right to use your Content for the purposes stated above, and does not give AllAudioGuides ownership of any of your Content.

5. Product Creation.

5.1 Delivery of Content. You will upload to AllAudioGuides all Content that you want to use with the Publisher Service in accordance with the applicable instructions on the Website. You must also upload all other Content required to market any of your Products, such as a map, artwork and titles.

AllAudioGuides may, in its sole and exclusive discretion, determine whether any Content complies with such instructions and is satisfactory for use with the Publisher Service.

5.2 Content Creation. You acknowledge that the Content you upload to AllAudioGuides is created and originated by You, or that You are permitted to upload the Content if it is not created and originated by You.

5.3 Costs of Creation. You will be solely responsible for the creation of the electronic and digital Content that you upload to AllAudioGuides, and will pay all costs associated with its creation and copies thereof, including, without limitation: (i) any compensation owed to third parties; (ii) payments required by any agreement between you and any labor organization (such as unions or guilds); (iii) all studio, tape, editing, mixing, re-mixing, mastering and engineering costs; and (iv) all costs of travel, per diems, facilities, equipment, and the like.

5.4 Royalties. You must pay all royalties or similar payments that are or may become due to any third party, such as all payments under licenses for third-party material in your Content. For example, you must pay all mechanical copyright royalties due to the owners of any musical composition used in your Content.

5.5 Unions and Guilds. You acknowledge that AllAudioGuides is not currently a party to any collective bargaining agreement with any union or guild and that you are solely responsible for complying with any applicable union or guild rules, including without limitation, those relating to payments.

6. Marketing and Advertising.

6.1 Marketing of Your Products. AllAudioGuides reserves the right, but has no obligation, to promote your Products, for example, featuring them in AllAudioGuides newsletters or on the Website or describing your Products in communications with third parties.

6.2 No Spam. You may not use "spam," "blast-faxes" or recorded telephone messages to market or sell Products. You may not spam or attempt to deliberately subvert the results of the AllAudioGuides directory or search engine with false, misleading, or unnecessarily repetitive information.

6.3 Customer Information. AllAudioGuides may, from time to time, provide you with information relating to Customers that purchase Products. You may only use or disclose this information to a third party for your internal record keeping. You may not disclose any of this information to a third party or use it for any other purposes.

7. Compensation and Fees.

7.1 Compensation. AllAudioGuides will distribute your Content in two ways: direct and indirect. Unless specifically agreed in a separate Compensation Agreement you are compensated as follows:

Direct. When your Content is sold directly through the

www.allaudioguides.com website You will receive 70% of the retail price.

Indirect. When your Content is sold through a third party You will receive 40% of the retail price.

7.2 Reporting. You can track all sales online and real-time. AllAudioGuides provides the following information through the publisher section of the website: item sold, date of transaction, number of downloads, commission, and sales channel (either AllAudioGuides or a distribution partner).

7.3 Product Pricing Terms. You may sell Products for-profit using the Publisher Service and suggest the retail price for your Products. AllAudioGuides may, at its sole discretion, increase the retail price or decrease the retail price to the lowest price at which the same Product is sold through any other channel or party.

7.4 Special offers. AllAudioGuides may include the Products of the Publisher in special offers it makes to customers or third parties. However, AllAudioGuides will only include Products of the Publisher at a discount if it has the explicit prior permission from the Publisher to do so.

7.5 Tax Information. If you choose to sell Products for-profit, you must provide your taxpayer identification number to AllAudioGuides. Failure to

provide an accurate taxpayer identification number may result in AllAudioGuides withholding your payment until you provide an accurate tax identification number. It is your responsibility to determine what, if any, taxes apply to the payments you receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority.

7.6 Payment Terms. If you earn less than the dollar amount selected as the payment threshold ("Payment Threshold") of your account management screen, then the amount of such compensation will not be paid, but will accrue to your Account until such time as it becomes equal to or greater than the Payment Threshold. AllAudioGuides will make a payment to you (wire or electronic transfer or PayPal) for the amount of such compensation no later than 30 days after you request for the payment. AllAudioGuides may, in its discretion, send you a payment before your accrued compensation reaches or exceeds the Payment Threshold. If you have provided an undeliverable mailing address and two or more consecutive payments have been returned to AllAudioGuides as undeliverable, we may stop sending future payments to you until you provide the correct bank account details or PayPal account details.

7.7 Processing Fees. If AllAudioGuides owes you accrued compensation that is less than the Payment Threshold for at least 365 days, then AllAudioGuides may send you payment of such accrued compensation minus a \$5 processing fee. If the amount of accrued compensation is under \$5 for at least 365 days, such amount will be used to cover AllAudioGuides' administrative costs and no payment will be made to you.

7.8 Termination Fees. If you or AllAudioGuides terminate your Account, and you have less than \$25 in accrued but unpaid compensation then outstanding, AllAudioGuides may charge you a \$5 processing fee when sending you your final payment to cover its administrative costs.

7.9 Audit. Publisher shall have the right upon not less than one clear working day's notice to appoint auditors to inspect the books of account of All Audio Guides insofar as they relate to the exploitation of Publisher's material in accordance with this agreement including without limitation the right to make copies of such books of account. The cost of such inspection shall be borne by the Publisher unless the inspection reveals an underpayment of sums due to the Publisher of five per cent (5%) or more in which case the cost shall be borne by AllAudioGuides. Any identified underpayment by AllAudioGuides must be compensated immediately. AllAudioGuides will pay the Publisher the amount underpaid plus a 30% fine. Any identified overpayment by AllAudioGuides must be compensated (nominally) immediately by the Publisher.

8. Indemnification.

As both parties are bound by this agreement, each party ("Indemnifying Party") must indemnify, defend and hold the other ("Indemnified Party") harmless for any Claim arising out of, relating to, or connected with a material breach of this Agreement by the Indemnifying Party. The Indemnifying Party must also indemnify, defend, and hold the Indemnified Party harmless based on any claim alleging facts that, if true, would constitute a breach of this Agreement.

9. Termination.

9.1 AllAudioGuides Termination. In its sole discretion, with or without notice to you, AllAudioGuides may: (i) suspend, limit your access to or terminate your use of the Publisher Service, (ii) suspend, limit your access to or terminate your Account, (iii) remove any of your Products from AllAudioGuides' servers and directories, and (iv) prohibit you from opening any new account at AllAudioGuides.

9.2 Publisher Termination. If you are a Publisher, you may terminate your Account for any reason at any time by completing the online account termination form.

9.3 Effect of Termination. If you or AllAudioGuides suspend or terminate your Account, AllAudioGuides may, without being liable to you or any third party, delete any Content or other materials relating to your use of the Publisher Service. If you or AllAudioGuides terminate your Account, you must immediately remove all links to the Website from any websites you operate and cease representing yourself as a Publisher.

9.4 Survival. The following Sections will survive termination of your Account: 1, 3, 5.2 through 5.5, 7, 8, 9.3 and 9.4.