Lulu Membership Agreement and Terms of Use

Lulu Press, Inc. 700 Park Offices Drive Suite 250 Research Triangle, NC 27709

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Lulu Press Inc (also referred to as “Lulu.com,” “Lulu,” and the “Site”) is an online print-on-demand and self-publishing platform providing free-to-use tools for publishing, printing,shipping, and distributing your work for personal use and/or sale to others. Lulu’s platform includes a marketplace for selling and purchasing goods and services and provides content including videos, guides, and helpful documentation. Lulu also provides applications and APIs to integrate our printing and fulfillment network with your online stores and/or platforms.

Please do not hesitate to contact our support team if you have any questions about the terms of this Agreement.

Agreement TL;DR

The Membership Agreement describes in the best legal jargon available your rights as a User, whether you are a creator, seller, or buyer of content. It also lists our rights as the Site owner, the information we collect about users and how it is stored, our obligations to accurately collect and pay revenues earned by content owners, your ownership and rights to retire works published using Lulu tools and services, and our liabilities for services provided by Lulu and our partners.

PLEASE NOTE THAT YOUR USE OF THE WEBSITE, OR THE TOOLS OR SERVICES ACCESSED FROM THE WEBSITE, DENOTES YOUR ACCEPTANCE OF THIS MEMBERSHIP AGREEMENT AND ALL OF ITS TERMS.

Membership Agreement

Before using any Lulu app, website (lulu.com, developers.lulu.com, or other), or setting up an account with Lulu (herein referred to as the “Site,” “we,” “us,”“our,” or “Lulu”), please read the following Membership Agreement and Terms and Conditions of Use (“Terms” or “Agreement”) carefully. These Terms govern your (“you” or “your”) access to and use of the websites and services owned and/or operated by Lulu. Your access to and use of the Site are expressly conditioned on your acceptance of and compliance with these Terms. Any use of the Site constitutes your Agreement to these Terms. If you do not agree to these Terms, do not use the Site. Note that any violation of these Terms may result in termination of your ability to access and use the Site and your rights to creator revenues.

The Terms also include posted terms and conditions applicable to specific services and/or features, all of which are hereby incorporated by reference. Such additional terms and conditions (“Additional Terms”) will be posted for viewing in conjunction with the applicable feature or service. In the event of a conflict between these Terms (other than Section 16, 17, 18, and 19 of these Terms) and the Additional Terms, the Additional Terms shall control; with respect to conflicts between the Additional Terms and Sections 16, 17, 18, and 19 of these Terms, Sections 16, 17, 18, and 19 of these Terms shall control.

We reserve the right at any time to change all or any part of these Terms; change the Site, including eliminating or discontinuing any content or feature of the Site; and change any fees or charges for use of the Site. Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Site or by electronic mail. Your continued use of the Site after such notice will be deemed acceptance of such changes. You can determine when these Terms were last revised by referring to the 'REVISED' legend at the top of these Terms. It is your responsibility to ensure familiarity with the most current version of these Terms. You agree that we shall not be liable to you or to any third party for any elimination or discontinuation of any content or feature of the Site; or any change in any fees or charges for use of the Site.

1. Registration

When and if you register to use the Site, you agree to (a) being at least sixteen (16) years old; (b) providing accurate, current, and complete information about yourself as prompted by our

registration form (including your valid email address); and (c) maintaining and updating your information (including your valid email address) to keep it accurate, current, and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, (i) you cannot claim a lack of notice on communications we have attempted to send to you that could materially affect your rights under the Terms, and (ii) we reserve the right to terminate your access to and use of the Site.

Our Privacy Policy governs the use and disclosure of any information you provide.

As part of the registration process, you will be asked to provide your first name, last name, email address, preferred payment currency, and preferred language. Additionally, you will be asked to create a secure password. We may refuse any of the above information for any reason in our sole discretion, including in the event that we determine that such information impersonates someone else, is illegal, vulgar, or otherwise offensive, or is protected by trademark or other proprietary rights law, or otherwise may cause confusion. You will be responsible for the confidentiality and use of your personal information and password and agree not to transfer or resell your use of or access to the Site to any third party.

YOU ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD, PERSONAL INFORMATION, AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

2. Use of the Site

Subject to and conditioned upon your compliance with these Terms, and solely for so long as you are permitted by Lulu to access the Site, we grant to you a non-exclusive, non-transferable, non-sublicensable, limited right and license to access the Site, including any text, images, graphics, videos, visuals, sounds, data, files, links, and other materials incorporated into the Site (other than your Content), solely as made available by us, solely as necessary to access the Site, and solely for your own purposes, provided that you keep intact all copyright and other proprietary notices. You acknowledge and agree that certain features of the Site may include advertisements and that such advertisements are a necessary part of the Site. The Site,

including all such materials and all intellectual property rights therein, remains the property of Lulu or its licensors or suppliers. Except as expressly authorized by these Terms, you may not use, reproduce, distribute, modify, transmit, perform, display, or create derivative works of any portion of the Site without the written consent of Lulu. Nothing herein grants any rights to commercially exploit any portion of the Site or any content therein. All rights not expressly granted hereunder are expressly reserved.

Maintenance and other technical issues may make the Site unavailable. Lulu may, in its discretion, modify the features, availability, operation, and/or look and feel of the Site without notice to our users.

LULU MAKES NO COMMITMENT, WARRANTY, OR GUARANTEE THAT THE SITE WILL OPERATE IN A TIMELY, UNINTERRUPTED, OR ERROR-FREE MANNER, OR THAT THE SITE WILL MEET THE USER'S PURPOSES.

While using the Site you agree to comply with all applicable laws, rules, and regulations. In addition, we expect users of the Site to respect the rights of others. Your use of the Site is conditioned in part on your compliance with the rules of conduct set forth in this section; any failure to comply may result in termination of your access to the Site pursuant to Section 9 below. While using the Site, you agree not to:

- Defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity;
- Restrict or inhibit any other user from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Violate any applicable laws or regulations;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Upload to, transmit through, or display on the Site (a) any material that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any confidential, proprietary or trade secret information of any third party; or (c) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);

- Use the Site to harm minors in any way, including, but not limited to, by uploading content that violates child pornography laws, child sexual exploitation laws, and laws prohibiting the depiction of minors engaged in sexual conduct;
- Engage in spamming, flooding, or performing any manipulative actions that may degrade the Lulu brand or user experience.
- Attempt to upload files by any method to another user's account without permission;
- Access or use (or attempt to access or use) another user's content without permission;
- Use any device or software to interfere with the proper working of the Site or of a destructive nature;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any portion of the Site;
- Remove any copyright, trademark, or other proprietary rights notices contained in or displayed on any portion of the Site;
- "Frame" or "mirror" any portion of the Site, or link to any page of or material on the Site other than the URLs provided by us to you for such purposes as part of the Site, without our prior written authorization;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site;
- Harvest or collect information about or from users of the Site without their express consent and, if such consent is provided, only pursuant to applicable law.

WE MAY SUSPEND AND/OR TERMINATE YOUR ACCESS TO AND USE OF THE SITE AND/OR ANY FEATURES MADE AVAILABLE THROUGH THE SITE IMMEDIATELY IF YOU FAIL TO COMPLY WITH THE ABOVE RULES OR OTHERWISE FAIL TO COMPLY WITH THESE TERMS. A DETERMINATION TO BE MADE AT OUR SOLE DISCRETION.

3. Content

In the event that you post or upload to the Site in compliance with Section 2, or otherwise submit to or through Lulu as part of your use of the Site, any materials including, without limitation, text, photographs and other images, graphics, videos, visuals, sounds, data, files, links, and other materials (collectively, “Content”); you retain ownership of such Content. You hereby grant us and our designees a worldwide, non-exclusive, sub-licensable (through multiple tiers), assignable, royalty-free (except as otherwise agreed during the online publishing process) right to use, reproduce, distribute (through multiple tiers), and publicly display such Content, solely in connection with the Site. Should you decide to limit the access to and distribution of your Content, we will use commercially reasonable means to prevent such access and distribution. However, we cannot guarantee that these means will work all of the time. Please

note that, while you retain ownership of your Content, any template or layout in which you arrange or organize such Content through tools and features made available through Lulu are not proprietary to you, and can be used by Lulu and others for any purposes. You acknowledge and agree that you have no rights in any such template and/or layout, and such template or layout shall be the sole and exclusive property of Lulu.

Lulu may provide automatically generated example language, such as standard copyright practices, based on the information you provide during the publication process. You will hold Lulu harmless in using said language and guarantee you are providing and validating appropriate and accurate information regarding the copyright of your material. It is your obligation to review and verify the automatically generated example language if you choose to use this language in your book.

You represent, warrant and covenant that (a) you own or otherwise possess all necessary rights with respect to your Content; (b) your Content does not and will not infringe, misappropriate, use or disclose without authorization, or otherwise violate any intellectual property or proprietary right of any third party, and are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable; (c) at Lulu's request, and without further consideration, you will promptly provide Lulu with reasonable evidence of such adequate and enforceable rights of third parties (i.e., consents, approvals, licenses or sublicenses), and agree that Lulu may provide a copy of these Terms to anyone claiming an infringement of copyright/trademark relating to your Content or to law enforcement or other entities as required by law or as Lulu reasonably determines to be necessary to protect Lulu’s rights or the rights of others; (d) you will abide by any Content policy established in these terms and/or posted on the Site; and (e) you hereby consent to the use of your likeness, and you have obtained the written consent, release, and/or permission of every identifiable individual who appears in your Content to use such individual's likeness, for purposes of using and otherwise exploiting the Content in the manner outlined by these Terms (including for purposes of promoting the Site); or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from said individual's parent or legal guardian (and you agree to provide to Lulu a copy of any such consents, releases and/or permissions upon request).

Any violation of this Section, as determined in Lulu's sole discretion, can be cause to remove any and all of your Content from the Site, remove from applicable Global Distribution Channels, and to terminate your account and access to the Site.

None of the Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any Content. You acknowledge and agree that we may (but are not obligated to) do any or all of the following, at our discretion: (a) monitor and/or filter any Content (including without limitation by means of blocking or replacing expletives or other language that may be deemed harmful or offensive); (b) alter, remove, or refuse to send, transmit or otherwise use any Content (including, without limitation, by suspending the processing and shipping of any order relating to any Content); and/or (c) disclose any Content, and the circumstances surrounding the transmission or use thereof, to any third party in order to operate the services on the Site; to protect us and our affiliates, distributors, partners, licensors, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents, other representatives, and users; to comply with legal obligations or governmental requests; to enforce these Terms; or for any other reason or purpose.

Lulu does not review, monitor, or otherwise control Content made available for sale on our site or through our retail distribution services, unless otherwise stated and at our sole discretion. All Content created and/or made available via Lulu and its sites is the sole responsibility of the account holder. Lulu reserves the right to use artificial intelligence, language models, or other automated machine processes to review and enforce our Content policies.

Please note that we may also provide users with an automated method of reporting Content that they believe to be inappropriate. If we do provide such a method, Content that receives a predetermined number of unique reports may be automatically removed from the Site at our sole discretion. Lulu has no obligation to remove Content in response to user reports or requests. Lulu is not responsible for, and will have no liability for, the removal or non-removal of any Content from the Site.

YOU ARE SOLELY RESPONSIBLE FOR RETAINING COPIES OF ANY CONTENT UPLOADED TO THE SITE. WE ARE NOT RESPONSIBLE FOR RETAINING YOUR FILE(S),

AND MAINTAIN NO LIABILITY FOR THE LOSS OF FILES THAT ARE REMOVED IN COMPLIANCE WITH THESE TERMS AND THE SITES NORMAL FUNCTIONS.

Lulu reserves the right to (a) reserve a portion of the back cover of any printed book or any other Content for placement of a unique identifying number and barcode (this number may be the Content's ISBN, if an ISBN is assigned), (b) reserve a portion of the last pages of any printed book or any other Content for placement of a unique identifying barcode and any mandatory legal information, and (c) delete Content from Lulu's database after a defined period of time, as set forth in the then current policies of Lulu.

Policy and Guidelines

Content uploaded or sold through the Site as a print or electronic Product, or as a comment, review, idea, suggestion, or request, must follow the content policy and guidelines detailed below. Users are required to ensure that their Content sold through the Site is in compliance with all local, state, national, and international laws and regulations. If Lulu determines that the Content violates any local, state, national, or international laws and regulations, we may modify or remove the Content from our sites, apps, and associated channels. Lulu reserves the right, at its sole discretion, to determine whether the Content is appropriate for fulfillment or sale through our Site, apps, Global Distribution, or any other Lulu channels.

The following Content is not permitted and will be removed from the Site:

- Pornography - Text, photographs and movies, home porn, hard-core material that depict graphic sexual acts, and amateur porn; photographs or drawings of penetrative sex, oral/genital contact, or genitals; photographs or drawings for the sole purpose of sexual arousal; and/or excessively objectionable or crude content are not permitted.
- Offensive Material - Disturbing crime-scene pictures, pictures of cruelty to animals, and any other extremely disturbing materials are not permitted. This includes content that Lulu deems promotes harm, threatens, promotes the harassment, intimidation or abuse of, or promotes discrimination against others based solely on race, ethnicity, national origin, sexual orientation, gender and gender identity, religious affiliation, age, disability, disease, or immigration status. Hate speech will not be tolerated. Be aware of cultural differences and sensitivities. Some materials may be acceptable or legal in one country, but unacceptable or illegal in another.

- Illegal Items - Content sold through the Lulu Site must adhere to all applicable laws. This includes the sale of content by individuals outside the United States. Some content that may not be sold include any products that may lead to the production of an illegal item or illegal activity. This includes textual encouragement to commit a crime (books supporting, encouraging or defending rape, pedophilia, incest, or bestiality or books detailing how to commit a sexual crime).
    - Nazi Symbols - Your book cannot depict Nazi symbolism as outlined in the Strafgesetzbuch section 86a. If any of your content violates the Strafgesetzbuch section 86a your entire catalogue may be suspended.
- Items that Infringe Upon an Individual's Privacy - Content that infringes upon, or has the potential to infringe upon, an individual's privacy is prohibited. Additionally, the sale of marketing lists (bulk email lists, direct-mail marketing lists, etc.) is prohibited.
- Rights of Publicity - Celebrity images and/or celebrity names cannot be used for commercial purposes without permission of the celebrity or their management. This includes unauthorized celebrity images.
- Public Domain and Other Non-Exclusive Content - We may request that you provide proof that your submitted material is actually in the public domain and may choose to not make available for sale a public domain title if the content is undifferentiated or barely differentiated from one or more books already available through our Site or available through other retail sites. Public domain ebooks are not accepted for our Global Distribution service.
- Intentionally Misleading and Other Non-Exclusive Content - Content that is intentionally false or misleading, including but not limited to deceptive descriptions, titles, metadata, or representations, is not permitted. Content that deceptively mimics a legitimate consumer good or product but is materially empty, blank, or devoid of meaningful content is prohibited.
- Mass-Produced or Automated Content — Content that is mass-produced or generated primarily using automated tools or artificial intelligence (AI) without meaningful human review, editing, or original contribution is not permitted if it results in spam, low-quality, repetitive, or deceptive publications. Lulu reserves the right, at its sole discretion, to limit, suspend, or terminate accounts that misuse AI or automation tools to flood the Site with such content. Users are responsible for ensuring that any use of AI-generated content complies with these guidelines and all applicable intellectual property and consumer protection laws.

Content Retention

Lulu reserves the right to delete user’s content as defined below at Lulu's schedule but at durations no sooner as set forth below.

- Quarantined Content - Any content suspended from sale on the Site. Content can be suspended at our sole discretion for any reason. We reserve the right to delete all quarantined content at any time following quarantine or sooner, at our sole discretion.

- Retired Content - Any Content where all versions of the project have been retired from sale.
    - Ebook Policy: All files after 12 months from the time the project was retired may be deleted, except for files from versions that have previously sold.
    - Print Book and Calendar Policy: All files after 12 months from the time the project was retired may be deleted.
- Draft Projects - Any content associated with an unpublished project. Content files associated with an unpublished project may be deleted if the draft was created more than 12 months ago and has not been accessed in the last 12 months.
- Previous Versions - Previous versions of any book if the current version is published and available for sale. For previous version files older than 6 months, the following file retention policy will be used:
    - Ebook Policy:
        - All files from any published version with associated sales will be retained.
    - Print Book and Calendar Policy:
        - All files from the currently published version and any previous version that have sold at least one copy will be retained.
        - Files from previously published versions that have not sold may be deleted after 12 months.
- Private Access - All Private Access content may be deleted 18 months after the date of publication or last purchase date, whichever is longer.

4. User Generated Content

The Site may allow users to generate and share content with other users, that is then hosted on the Site. This content (hereafter referred to as User Generated Content) includes, but is not limited to: project descriptions, previews and cover text, testimonials, user reviews, user comments, direct transmissions, advice and opinions, and blog posts. Any User Generated Content on Lulu must comply with the Terms and any additional rules that may be in effect for users engaging in peer-to-peer interactions.

User Generated Content may include messages, statements, and opinions that are, whether intentionally or unintentionally, inaccurate, misleading, or deceptive, and may be objectionable. We neither endorse nor are responsible for User Generated Content displayed on the Site by users. The opinions expressed within User Generated Content reflect solely the opinions of the users and may not reflect the opinions of Lulu. We are not responsible for any errors or omissions present in User Generated Content, for hyperlinks embedded in User Generated Content or for any results obtained from the use of such information. Lulu, any of our affiliates, distributors, partners, licensors, advertisers, or sponsors, and/or any of our or their directors,

officers, employees, consultants, agents, or other representatives are not liable for any loss or damage caused by your reliance on User Generated Content obtained through the Site. We may, but have no obligation to, monitor User Generated Content displayed, transmitted or otherwise made available on the Site.

Lulu reserves the right, in our sole discretion and at any time, to set limits on the number and size of User Generated Content sent by or received through the Site and/or the amount of storage space available for User Generated Content or for any feature made available through the Site; to remove User Generated Content which is deemed to be, but not limited to, illegal, offensive, does not comply with these Terms, includes personal or private information, contains advertisements, or includes trademark or copyright materials.

5. Purchases

To make a purchase on the Site, you must accept these Terms and supply certain information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us or our third-party payment processor must be accurate, current, and complete.

YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION. You agree to pay all charges incurred by you or any user of your account and credit card (or other applicable payment mechanism) at the prices in effect when such charges are incurred. You are responsible for paying any applicable taxes relating to your purchase. Verification of information applicable to a purchase may be required prior to our acceptance of any order. Except at our sole discretion, tax cannot be refunded after the purchase is complete.

Products, pricing, availability of any products and services, images, references, features, content, and specifications, included, but not limited to, paper stock, are subject to change without notice and may be subject to restrictions to comply with local laws. We make reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual colors you see will depend on your device screen, and we cannot guarantee that your device will accurately display such colors. The inclusion of any products or services on

the Site at a particular time does not imply or warrant that these products or services will be available at any time. In the event supply chain shortages impact the paper stock that our subcontractors or suppliers procure, an alternative paper may be substituted to maintain our print and delivery times.

It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the possession, use, and sale of any item purchased through the Site. By placing an order, you represent that the products ordered will be used only in a lawful manner. We reserve the right, with or without prior notice, to limit the available quantity of or discontinue any product or service; to honor, or impose conditions on the honoring of any coupon, discount, or promotional code or other similar promotions; to bar any user from making any or all purchase(s); and/or to refuse to provide any user with any product or service.

Title and risk of loss for any purchases pass to you upon our delivery to our carrier. We reserve the right to ship partial orders (at no additional cost to you), and the portion of any order that is partially shipped may be charged at the time of shipment.

In compliance with the EU General Product Safety Regulation (Regulation (EU) 2023/988), we ensure that our products meet applicable requirements. If you are an EU customer and have any safety-related concerns about a product you purchased from Lulu, please contact our EU Representative:

Easy Access System Europe
Mustamäe tee 50, 10621 Tallinn, Estonia
gpsr.requests@easproject.com

We may contact you via the contact information you provided to inform you about any product recalls, safety warnings, or corrective actions.

6. Copyright

The Digital Millennium Copyright Act of 1998 (“DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law.

If you upload content to Lulu you authorize Lulu to act as your agent to issue takedown notices under the Digital Millennium Copyright Act (the “DMCA”) and/or any other similar legislation that allows for the submission of requests to Internet service providers for the removal of infringing or allegedly infringing copyright materials that are contained in or displayed on such service provider’s platforms and/or services. You will be responsible for monitoring and enforcing your rights; however, if Lulu becomes aware of infringement in any form, Lulu may, in its sole discretion, elect to issue takedown notices under the DMCA or similar legislation.

If you believe in good faith that content used or displayed on the Site infringes your copyright, you (or your agent) may send Lulu a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the Site; (d) the name, address, telephone number and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see http://www.copyright.gov/ for details. DMCA notices and counter-notices regarding the Site should be sent to:

Lulu Press ATTN: Questionable Content P.O. Box 12018 Durham, NC 27709 Email: questionablecontent@lulu.com

7. Publishing With Lulu

Published Content (Content) available through Lulu is defined as a product made available for sale. This includes the Lulu Bookstore, retail partners engaged in our Global Distribution service, and users publishing with any Lulu App. Content (defined in Section 3) published with Lulu creates a PDF file for print or an EPUB file for ebook. You retain ownership of this Content and direct how Lulu makes this Content available to consumers.

Lulu's Global Distribution service supplies Content to third-party retailers. The individual retailer controls whether or not to present Content Lulu provides for sale on the retailer platform. Lulu shall not be liable for failure by the third-party retailer to list any titles for sale nor shall Lulu be liable for any service interruptions on third-party platforms. Authors can choose to opt-out of retailer channels at any time and at their discretion. Lulu sends the Author’s request for content removal on a routine scheduled basis. However, Lulu cannot dictate the speed at which the third-party retail channel removes the titles for sale. Moreover, Lulu cannot guarantee extraordinary means to remove content outside the routine process.

For more information about Global Distribution, please reference Appendix A and Appendix B at the end of this Agreement.

Where Lulu operates a direct-to-consumer online retail platform, including the Lulu Bookstore and any other retail Apps, listing Content will be at Lulu's sole discretion.

Lulu reserves the right to distribute published Content in any form of media, including printed media, in order to promote (a) the author or author’s Work and/or (b) the Lulu service. This Content will be licensed for free, non-commercial use, duplication, and sharing.

Lulu makes no guarantees that your Content will be sold.

8. Lulu Creator Revenue

Authors and publishers who chose to sell content through the Lulu Bookstore or in retail channels facilitated by Lulu will be paid creator revenue via a Payee in accordance with these terms. These amounts are not earned or payable to the Payee until the minimum threshold is met.

Definitions – As used herein and for the sale of Content through Lulu:

- Sales List Price (List Price) – the price determined by you as the publisher and Content creator, subject to variances in international manufacturing costs and currency considerations. The Sales List Price may be adjusted to meet minimum pricing requirements for retailers.
- Gross Selling Price – the Sales List Price less any discount that may be applied to your content.
- Distribution Fees – includes fees charged for selling your content, most often but not limited to fees applied by retailers when selling your Content using Lulu's Global Distribution service.
- Gross Profit – Gross Selling Price less amounts charged by Lulu for Lulu's manufacturing costs, and markups or fees (Author Print Cost and Distribution Fees) for sales using Lulu's Global Distribution service. In some distribution channel situations, VAT may also reduce Gross Profit.
    - Items not included in Gross Profit are shipping and handling, sales taxes, VAT, and other similar taxes based on selling price.
- Creator Revenue – the portion of the Gross Profit that is payable to you as the publisher and Content creator for Content sold, once minimum payment thresholds are met. Subject to specific arrangements with distribution channel partners, the following Creator Revenue portions generally apply:
    - Print - for sales of printed material, 80% of Gross Profit
    - Electronic - for sales of electronic material, 90% of Gross Profit
    - Returns and Refunds - when returns or refunds are processed for purchased Content, this may result in an offset against the amount of Creator Revenue that may be payable to you
- Creator Revenue Royalty – the portion of Creator Revenue paid to you that is reported to the U.S. Internal Revenue Service (IRS), if applicable. This amount is subject to IRS Backup Withholding.
- Payee – the person or entity who earns creator revenue, as assigned by the account holder and Content owner. A piece of content may have one or more payee(s).

All sales and payment information is available in your Lulu Account. This includes sales made through retailers participating in Global Distribution and through the Lulu Bookstore.

When creating or editing a Payee, you will choose to receive Creator Revenues payable to the Payee via paper check or a supported electronic payment. Electronic payments may be made in EUR, GBP, AUD, CAD, or USD. All paper check payments are made in USD. Lulu reserves the right to add or remove available currencies and payment methods at anytime. Some payment options and currencies may not be available in certain regions.

If you choose to receive the Creator Revenue via paper check: Lulu will make reasonable efforts to make payments to a Payee, and the user acknowledges they are responsible for maintaining accurate Payee payment information within their Lulu account. The Payee will be paid on a quarterly basis once the account balance reaches the minimum threshold for payment of $75 USD, after tax withholdings and applicable fees. Specifically, no later than 45 days following the end of the calendar quarter, Lulu will make a good faith effort to pay the Payee the quarter-end Creator Revenue account balance using the Payee information in our records that you have provided. Should a payment remain unclaimed or not deposited by a Payee for 180 days, Lulu reserves the right to void said payment and reinstate the Payee payment amount in your account. Future payments will be delayed until you correct the Payee payment information in your account.

If you choose to receive your payment of Creator Revenue via electronic payment: Lulu will make reasonable efforts to make payments to a Payee, and the user acknowledges they are responsible for maintaining accurate Payee payment information within their Lulu account. The Payee will be paid on a monthly basis once the account balance reaches the minimum threshold of $20 USD (or the equivalent amount in the Payee's payment currency), after tax withholdings and applicable fees. Specifically, no later than the end of the following calendar month, Lulu will make a good faith effort to pay the Payee the month-end Creator Revenue account balance using the Payee information you have provided. Should a payment remain unclaimed, Lulu reserves the right to void said payment 25 days after the payment attempt, and future payments will be delayed until you correct the Payee payment information in your account.

It is your responsibility to maintain accurate Payee information. A Payee will be considered dormant (inactive) if a payment was unsuccessful and the Payee payment information was not

subsequently updated to allow for a successful payment for a two year period. If a Payee is considered dormant, Lulu may charge a dormancy fee and deduct this from the Payee's Creator Revenue account balance to cover administrative costs. Unsuccessful payment attempts are a result of uncashed or undeliverable checks and denied or unclaimed electronic payments; Lulu may notify the Payee in these situations. Lulu reserves the right to charge a returned payment fee to cover administrative costs. Unsuccessful payment attempts may also be the result of incomplete Payee information. Lulu is not responsible for incomplete or inaccurate Payee information that may result in delays or lack of payment. Unpaid Creator Revenue is subject to applicable unclaimed property statutes of individual states within the United States.

Lulu reserves the right to deduct payment processing fees on checks and electronic payments.

US taxpayers are required to provide Lulu with a valid name and address. Additionally, we suggest providing a valid US tax id number. Further, US income taxes will be withheld ("backup withholding") on Creator Revenue Royalties income unless a valid W-9 form is provided.

For non-US taxpayers, a valid name and valid address is required. US taxes will be withheld at the highest rate required on Creator Revenue Royalties income unless a valid non-US taxpayer id number is provided and a valid W-8BEN or W-8BEN-E form is provided. Once a valid tax form is received by Lulu, US taxes will be withheld at tax treaty rates.

Due to Internal Revenue Service (IRS) regulations, we are required to file forms 1099-MISC (for US residents) and 1042S (non-US residents) for each payee to whom we paid royalties during the year. A copy of the form may be made available electronically via a third-party provider,and may require the payee to register with the third-party provider Unless a payee explicitly opts into electronic delivery, a paper copy will be mailed to the payee's address we have on record.

You are responsible for any taxes, fees, and penalties associated with your receipt of Creator Revenue. You agree to indemnify Lulu for any such tax, fee, or penalty.

You are responsible to any third party for payment of Creator Revenue, commissions, etc. that may be owed to them by you based upon agreements you have made with a third party and/or liabilities you have incurred to third parties. Lulu is only responsible for making a good faith

attempt to pay Creator Revenue based on sales data gathered by Lulu and using the Payee information you provide.

Lulu reserves the right to place a hold on any payment or remove Creator Revenue based upon suspicious activity, including but not limited to, potential fraud, copyright infringement, claims by third parties and/or questions regarding rightful ownership of the account, or other violations of these Terms.

9. Term and Termination

These Terms shall remain effective until terminated as set forth herein. We may, in our sole discretion, immediately terminate these Terms, and/or your access to and use of the Site or any portion thereof, at any time and for any reason, including if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms.

Upon termination of these Terms, your right to access and/or use the Site will immediately cease.

You agree that any termination of your access to or use of the Site may be effected without prior notice, and that we may immediately deactivate or delete your password and username, and all related information and files associated with it (including all Content), and/or bar any further access to such information or files. You agree that we shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

10. Third-Party Websites, Software, and Services

Lulu may direct you to websites, software, or services owned or operated by third parties (“Third-Party Properties”). Third-Party Properties, to which you may be directed, operate under their own Terms, and we have no control over such Third-Party Properties. We are not responsible for (a) the content and operation of such Third-Party Properties, or (b) the privacy or other practices of such Third-Party Properties. The fact that the Site directs you to such Third-Party Properties does not indicate any approval or endorsement of any Third-Party Properties. We direct you to such Third-Party Properties only as a convenience. You are

responsible for the costs associated with such Third-Party Properties, including any applicable license fees and service charges.

Other websites may provide links to the Site with or without our authorization. We do not endorse such sites, and are not and shall not be responsible or liable for any links from those sites to the Site, any content, advertising, products, or other materials available on or through such other sites, or any loss or damages incurred in connection therewith.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

We shall have the right, at any time and in our sole discretion, to block links to the Site through technological or other means without prior notice.

11. Promotions

In addition to these Terms, any contests, sweepstakes, surveys, games, or similar promotions ("Promotion" or "Offer") made available through the Site may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from the Terms set forth herein. You are solely responsible for reviewing and agreeing to any specific rules applicable to a particular Promotion, which will be linked from such Promotion and to review our Privacy Policy that, in addition to these Terms, governs any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules shall control.

In addition, Promotions are generally subject to the following rules and restrictions, though Lulu reserves the right to amend, update, change, or eliminate these Promotion rules at our sole discretion:

- Each promotional Offer claim code can be used only once.

- Limit one Offer per account.
- The Offer must be redeemed at our Site toward the purchase of products sold by Lulu. If Lulu is not the seller, that fact will be noted.
- The Offer may not be available to be redeemed at any other Website operated by Lulu, its affiliates, or third-party merchants (including Websites linked to or from the Site).
- The Offer cannot be used to pay for special-order titles, taxes, or shipping and handling charges.
- If the Offer has a minimum purchase requirement, taxes and shipping and handling charges do not apply toward the minimum purchase amount.
- If you are ordering items to be shipped to more than one address, a separate order must be created for each address.
- Some offers may not be combined with other Offers in the same order. Generally, only one promotional claim code may be used per order.
- Each Offer is valid for a limited time and expires on the date specified in the Offer. We reserve the right to modify or cancel the Offer at any time
- The Offer's cash value is 1/100th of one cent USD.
- The Offer is not for resale and is not redeemable for cash.
- The Offer cannot be applied to orders already placed with Lulu.
- In the event that Lulu grants a refund on the order for any reason, you will not receive a refund for the amount of the Offer.

When you redeem an Offer, Lulu can tell that you are part of a select group of customers to whom the promotional code was sent or distributed. For more information about data that Lulu collects, please read our Privacy Policy.

Lulu reserves the right to refuse to pay any Creator Revenue where we find, in our sole discretion, that you have abused our promotions and/or other processes to garner Creator Revenue by manipulation and/or other fraudulent and abusive techniques. If we find such activity to have occurred, we reserve the right to terminate your account and withhold all Creator Revenue payments.

12. Returns

A print-on-demand item is manufactured when the order is received. Due to the nature of the print-on-demand manufacturing process, we do not accept returns on physical products. We may not require that damaged physical products be returned to us, nor do we guarantee returns will be accepted. Refunds are issued at our sole discretion.

IF YOU RECEIVE A BOOK THAT IS DAMAGED, WE WILL PROVIDE A REPLACEMENT COPY AT OUR SOLE DISCRETION BASED UPON PHOTOGRAPHIC EVIDENCE OF SAID DAMAGE.

Because Lulu provides creator-controlled publishing tools, Lulu cannot and does not accept responsibility for the quality of the Content hosted and/or purchased (including misspelled words, grammatical errors, factual errors, poor quality images, etc.), the Content's formatting, design or overall appearance. The creator approves the visual presentation and bears responsibility for its quality. Lulu's staff does not monitor or check individual Content prior to publication or sale through the Site.

13. Retiring Content, Termination of Membership, and Data and Content Retention Policies

You may choose at any time to Retire (remove) your published Content on Lulu. Should you do so, the Content will not be visible to other users and will not be available for sale on the Lulu Bookstore. Retired Content will be deleted from Lulu's database after a defined period of time, as set forth in the then-current policies of Lulu.

Retiring Content that is part of our Global Distribution service includes additional stipulations; (a) this process will take several business days before the retailer takes any action, and (b) your Content may still be listed by the retailer and, c) while not available for sale, it may continue to be listed and shown as "unavailable," "out of stock," or similar by the retailer in perpetuity.

Gross Profit received by Lulu prior to the retailer removing your retired Content will continue to be subject to the Terms and Creator Revenue and shall be paid to you when applicable.

Unpublished (Draft) content can be deleted by you. Deleted draft content is removed from Lulu's database after a defined period of time, as set forth in the then-current policies of Lulu.

You may terminate your membership by navigating to My Account > Account Settings > Account Management; or by contacting Lulu Support with a specific request to do so. Your request to terminate will become effective within 30 days after the acknowledgment by Lulu of the receipt of your request. All terms above regarding retiring or deleting Content continue to be applicable.

Lulu will retain any part of your Personal Data for as long as is reasonably required to fulfill the purposes for which it was collected. Data retained in backups will be removed only as the backups are purged in the normal course of Lulu's backup procedures.

Your Content will only remain accessible for defined periods of time, depending on the type of Content (quarantined, retired, draft, previous version, private access, years without sales, etc.). This type of Content will be deleted from Lulu's database after a defined period of time, as set forth in the then-current policies of Lulu.

14. Content Restrictions

If you purchase Content from the Site (including receipt of free Content), you agree to the following restrictions with respect to such acquired Content and the information contained therein:

- You can resell physical copies of Content (printed books) you have purchased;
- You may not resell any other Content or otherwise profit from its use or display;
- Sharing, copying, adapting, redistributing, reconfiguring, modifying or creating derivative works from the Content is permissible only if expressly permitted by the author of the Content and only to the extent so permitted. You agree to abide by any restrictions included with the Content;
- The Content owners who sell Content through Lulu retain ownership of the copyright or other licenses in the Content. You agree not to allow any other party to: resell, redistribute, sublicense, assign, delegate, or otherwise transfer the Content, any part thereof, or any related rights or obligations hereunder, to any third party except as may be expressly allowed in the terms under which the Content is provided to you; and
- You will not remove or obscure any proprietary rights notices contained in or on the Content.

15. Privacy

Your use of our services is subject to Lulu's Privacy Policy, which is available at https://www.lulu.com/privacy-policy.

16. Indemnification

You agree to indemnify, defend and hold us, our affiliates, parent companies, subsidiaries, distributors, partners, licensors, advertisers and sponsors, and our and their directors, officers,

employees, consultants, agents, and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms, including any violation of the rules set forth in Section 2 above; (b) your Content; (c) your activities in connection with the Site (including, without limitation, any and all purchases); and/or (d) any taxes, fees or penalties associated with your receipt of Creator Revenue or the sale of your Content.

You will not do anything to intentionally prejudice the rights granted hereunder, but in the event that you lose any rights or other licenses, consents, or permissions relating to specific Content that is necessary for you to grant the rights you grant to us hereunder, or you receive notice of a third-party claim relating to Content which you reasonably deem to be of concern, you will immediately retire or delete such Content from our Site. Notwithstanding the foregoing, you will use commercially reasonable efforts to maintain the rights to the Content that you provide to us under this Agreement. Without limiting our rights or remedies under this Agreement, you will reimburse us for any refunds we make to Customers as a result of the withdrawal of Content under this Section. For the avoidance of doubt, nothing in this paragraph is intended to relieve you of your indemnification obligation above.

17. Disclaimer of Warranties

THE SITE, INCLUDING, BUT NOT LIMITED TO, ALL MATERIALS INCORPORATED THEREIN AND ALL FEATURES AND FUNCTIONALITY OF THE SITE, IS PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, LULU AND ITS AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, ADVERTISERS AND SPONSORS, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS AND OTHER REPRESENTATIVES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

WE, OUR AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, ADVERTISERS AND SPONSORS, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, AND OTHER REPRESENTATIVES DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, THE SERVER(S) ON WHICH THE SITE IS OFFERED OR ANY SOFTWARE INCORPORATED INTO THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF LULU AND/OR ITS AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, ADVERTISERS AND/OR SPONSORS, AND/OR OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, AND OTHER REPRESENTATIVES, WHETHER MADE ON OR THROUGH THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY.

YOUR USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK.

18. Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER LULU NOR ANY OF OUR AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE (INCLUDING, BUT NOT LIMITED TO, ALL MATERIALS INCORPORATED THEREIN AND ALL FEATURES AND FUNCTIONALITY OF THE SITE). YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE SOLE, EXCLUSIVE, AND

MAXIMUM LIABILITY OF LULU ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SITE, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL BE $100.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

LULU DOES NOT PROVIDE LEGAL, FINANCIAL, TAX, ACCOUNTING, OR OTHER PROFESSIONAL SERVICE ADVICE AND PROHIBITS THE USE OF ANY COMMUNICATION OR INFORMATION FROM LULU THAT YOU USE FOR SUCH PURPOSES EXCEPT FOR TAX STATEMENTS ISSUED BY LULU IN THE ORDINARY COURSE OF BUSINESS.

19. Intellectual Property

Lulu is the owner of all intellectual property rights, including all copyright, patents, and trademarks, associated with the Site, with all rights reserved, exclusive of Content provided by third parties, which is owned by the licensors of such Content. Lulu owns the design, format and layout of the Site. The Lulu logos and the names of all Lulu products and/or services as posted on the Site are trademarks and/or service marks or registered trademarks and/or service marks of Lulu. The Site is ©2002-2021 Lulu Holdings, Inc. and/or Lulu Press, Inc. All rights reserved.

All trademarks and service marks on the Site not owned by us are the property of their respective owners. The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

FOR AVOIDANCE OF DOUBT, AND WITHOUT LIMITING THE FOREGOING, YOU HAVE NO RIGHT TO POST, MAKE AVAILABLE TO OTHERS, OR OTHERWISE DISTRIBUTE IN ANY FORMAT ANY ELECTRONIC MATERIALS DOWNLOADED FROM THE SITE OR ANY DERIVATIVE WORKS OF SUCH MATERIALS.

20. Ideas, Suggestions, and Requests

Many of our customers are interested in submitting ideas and suggestions for products and services to be used at Lulu, either independently of, or in conjunction with, our internally developed products and services.

Any ideas or suggestions that you submit will be owned by Lulu, and you hereby irrevocably assign any intellectual property rights to such ideas and suggestions to Lulu. In the event that the foregoing assignment is held to be ineffective for any reason, your ideas and suggestions will be treated as Content, subject to the license granted to Lulu in Section 3 of these Terms. If you intend to retain any intellectual property rights to your ideas and suggestions (patent, trade secrets, copyright, trademark, etc.) please do not submit them to us without our prior written approval.

You can inquire regarding such approval by sending a letter to:

Lulu Press, Inc. ATTN: Idea Content- Legal Department 700 Park Offices Drive Suite 250 Research Triangle, NC 27709 Email: pr@lulu.com

If we are interested in pursuing any idea or suggestion of yours, we will contact you. Please note that an additional legal agreement may be required by Lulu in order to evaluate your idea or suggestion.

21. Jurisdictional Issues

The Site is controlled and operated by Lulu in the United States of America, and is not intended to subject Lulu to the laws or jurisdiction of any state, country, or territory other than that of the United States of America. Lulu does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction. Those who choose to access the Site do so on their own initiative and at their own risk and are responsible for complying with all local laws, rules, and regulations. We may limit the Site's availability, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time and at our sole discretion.

Lulu makes no representation that material on the Site is appropriate to or available at locations outside of the United States. You may not use the Site or export the Contents in violation of United States export regulations. If you access this Site from a location outside of the United

States, you are responsible for compliance with all applicable local laws and payment of any local taxes that may be payable in connection with any purchase from the Site.

22. Miscellaneous

This Agreement shall be construed under and governed by the internal laws of the State of North Carolina, without giving effect to any conflict of laws provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina.

By using the Site, you agree to the following provisions of this Agreement: (a) any dispute, claim, or controversy arising out of or in connection with the Agreement or the Site that cannot be settled by good-faith negotiation shall be determined by arbitration administered by the American Arbitration Association in accordance with the rules of the American Arbitration Association; (b) this Agreement is a transaction involving interstate commerce; (c) any arbitration conducted puruant to the terms of this Agreement shall be governed soley by the following laws: (1) the Federal Arbitration Act (9 U.S.C. §§ 1-16), to the exclusion of any State arbitration statute, (2) the substantive laws of the State of North Carolina without regard to its conflicts-of-law principles, or (3) the laws of the United States (if applicable); (d) any arbitration shall be conducted by a single arbitrator who is a North Carolina resident, is a member of the North Carolina State Bar in good standing, and has experience in computer/technology matters and in the publishing industry; (e) any arbitration hearing shall be conducted virtually via videoconference or by submission of documents, unless the parties agree to an in-person hearing in North Carolina; (f) the decision of the arbitrator shall be legally binding, shall be enforceable in any court of competent jurisdiction, and shall only be subject to appeal as allowed by the federal Arbitration Act; (g) any arbitration shall be conducted only on an individual basis and not in a class, consolidation, or representative basis; (h) if, for any reason, a claim proceeds in court rather than in arbitration, then you and Lulu agree to the following additional provisions: (1) you and Lulu each waive any right to a jury trial; (2) such legal proceedings may proceed on an individual basis only and not in a class, consolidated, or representative basis; and (3) you and Lulu each agree to the exclusive jurisdiction of the State and Federal Courts in the State of North Carolina; (i) the Terms in Sections 16, 17, 18, and 19 of

this Agreement relating to disclaimer of warranties, limitations of liability, indemnification, and intellectual property shall survive termination of this Agreement and shall not apply in any legal proceedings, including arbitrations; and (j) notwithstanding the arbitration requirements above, Lulu has the right to seek any remedy, included but not limited to injunctive relief, to enforce the aforementioned clauses of this Section 22, or any other material provision of this Agreement, or to seek provisional, declaratory, or injunctive remedies in aid of arbitration.

Except for delay in payments due, if anything happens that is beyond the reasonable control of either party, then delays will be expected and performance may be excused. Lulu and its subcontractors or suppliers shall not be liable for any delay caused by the occurrence of such an event beyond their reasonable control.

This Agreement does not designate either party as the agent, employee, legal representative, partner, or joint venturer of the other party for any purpose.

References to businesses in connection with Lulu's operations refer to organizations with which Lulu has business relationships and does not imply formal legal partnerships.

Every term of this Agreement is intended to be severable. If any term of this Agreement is found to be invalid or unenforceable, then such term will be deemed amended and interpreted, if possible, in a way that renders it enforceable. If such an interpretation is not possible, then the term will be deemed removed from this Agreement and the rest of this Agreement will remain in full force and effect.

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operated as a waiver of any right or remedy.

This is the entire Agreement between you and Lulu relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter.

These Terms are not assignable, transferable, or sublicensable by you except with our prior written consent.

These Terms may not be modified or amended except with our prior written consent.

Any heading, caption, or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

If you have any questions or comments regarding these Terms, please contact: questionablecontent@lulu.com.

23. Beta Services

From time to time, (a) we may invite you to try products or features related to our Site that are not generally available to all of our Users or the public or (b) we may release products or features related to our Site that are identified as beta, preview, pilot, limited release, or by a similar designation (collectively, “Beta Services”). Beta Services may be provided for evaluation or testing purposes, and, therefore, may contain bugs or errors, and may not be as reliable as other features of the Site. Beta Services may be provided at a pricing not generally available to all of our Users or the public, which is subject to change at our sole discretion. We may discontinue Beta Services at any time in our sole discretion, and we may decide not to make Beta Services generally available. For the avoidance of doubt, Beta Services are a part of the Site, and, therefore, are subject to the terms of this Agreement, including, without limitation, Sections 18 and 19.

24. Mobile Terms of Service

The Lulu mobile message service (also referred to as the "Mobile Service") is operated by Lulu Press, Inc for U.S. residents only. Your use of the Mobile Service constitutes your Agreement to these terms and conditions (“Mobile Terms”). We may modify or cancel the Mobile Service or any of its features without notice. To the extent permitted by applicable law, we may also modify these Mobile Terms at any time and your continued use of the Mobile Service following the effective date of any such changes shall constitute your acceptance of such changes.

By consenting to Lulu's SMS/text messaging service, you agree to receive recurring SMS/text messages from and on behalf of Lulu through your wireless provider to the mobile number you provided, even if your mobile number is registered on any state or federal Do Not Call list. Text messages may be sent using an automatic telephone dialing system or other technology. Service-related messages may include updates, alerts, and information (e.g., order updates, account alerts, etc.). Promotional messages may include promotions, specials, and other marketing offers (e.g., cart reminders).

You understand that you do not have to sign up for this program in order to make any purchases, and your consent is not a condition of any purchase with Lulu. Your participation in this program is completely voluntary.

We do not charge for the Mobile Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message frequency varies. Message and data rates may apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider.

You may opt-out of the Service at any time. Text the single keyword command STOP to +18336701476 or click the unsubscribe link (where available) in any text message to cancel. You'll receive a one-time opt-out confirmation text message. No further messages will be sent to your mobile device, unless initiated by you. If you have subscribed to other Lulu mobile message programs and wish to cancel, except where applicable law requires otherwise, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms.

For Service support or assistance, text HELP to +18336701476 or email supportcc@lulu.com.

We may change any short code or telephone number we use to operate the Service at any time and will notify you of these changes. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the Mobile Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you get a new mobile number, you will need to sign up for the program with your new number.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Mobile Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Mobile Service.

We respect your right to privacy. To see how we collect and use your personal information, please see our Privacy Policy.

Appendix A: ISBN Agreement

Lulu will be the sole source of bibliographic data on your book. Lulu will provide data to the US ISBN Agency as well as to Bowker's Books In Print ® and other industry databases. This data will identify Lulu.com as the publisher. You accept that Lulu.com is the publisher of record and that any creator revenue you earn through this ISBN meets the true & legal definition of the term 'royalty'. You accept that Lulu.com as the publisher is legally obligated to report all revenue you earn through for sales of the title associated with this ISBN to the United States Internal Revenue Service (IRS) under the following conditions:

1. For domestic US individuals or business entities, ALL revenue you earn through this ISBN, regardless of the ship-to address or final destination must be reported.
2. For Non-Resident Alien individuals or business entities, any revenue you earn through this ISBN for books that are shipped to a US address will be considered US Sourced Income and must be reported.

You agree to provide Lulu.com with your complete tax information to facilitate the tax reporting mentioned above. You also agree that if you do not provide this completed tax documentation, the revenue you earn through this ISBN will be subject to backup withholding.

Domestic US individuals or entities must provide a completed, signed W-9 form with a valid Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) or Employer Identification Number (EIN for businesses). If a domestic US individual or entity has a valid W-9

form on file with Lulu then there will be no withholding tax deducted from the revenue you earn from sales of the title associated with this ISBN. If a domestic US individual or entity does NOT have a valid W-9 form on file with Lulu, the revenue you earn through this ISBN will be subject to the default backup withholding rate for domestic entities.

Non-Resident individuals or entities must provide a completed, signed W-8BEN form with a valid Individual Taxpayer Identification Number (ITIN) or Employer Identification Number (EIN for businesses). If a Non-Resident individual or entity has a valid W-8BEN form on file with Lulu, then US Sourced royalties that you earn from sales of the title associated with this ISBN will be subject to the withholding tax rate specified in the taxation treaty between the US and the country you specify on line 9A of your W-8BEN form, if such a treaty exists. If a Non-Resident individual or entity does NOT have a valid W-8BEN form on file with Lulu then the US Sourced royalties that you earn through this ISBN will be subject to the default backup withholding rate for Non-Resident entities. Any US taxation treaty that specifically addresses, is documented, and directly conflicts with this structure will supersede these general rules.

Bring Your Own ISBN

By assigning your ISBN to a published book, you acknowledge that you have reviewed and agree to the following terms:

1. An ISBN will be assigned to this title and the publisher name that you have provided will be listed as the publisher in all bibliographic feeds.
2. Lulu will function as an agent providing distribution services.
3. You will be responsible for any orders you place or cause to be placed with retailers for this title.
4. You may request your book be removed from distribution at any time. After such a request, Lulu will start the process of withdrawing your book from availability in retail channels. It may take 6-8 weeks or longer for your listing to be completely removed. In certain channels, removal of your title may not be possible.

5. Lulu, on behalf of you, the publisher, will be the sole source of bibliographic data on your book. Lulu will feed data to the U.S. ISBN Agency as well as to Bowker's Books In Print ® and other industry databases. This data will identify you as the publisher.
6. You agree to purchase a copy of your book for review prior to approving the first copy as well as any future revised copies.
7. You agree to set your Lulu Marketplace price equal to or greater than your Lulu Retail price.
8. You may not make a public, duplicate project with a lower Lulu Marketplace price while the original is active in Distribution.
9. You accept that any changes made to the book or the book data after approving it for global distribution may incur a revision fee.

Lulu ISBN (Free)

By assigning a Lulu ISBN to your title you are agreeing to the following terms:

1. You are granting rights to Lulu to act as a publisher on your behalf to retailers and wholesalers globally.
2. Lulu will assign an ISBN to the title and Lulu.com will be listed as the publisher in all bibliographic feeds.
3. Lulu will be the sole source of bibliographic data on your book. Lulu will provide data to the U.S. ISBN Agency as well as to Bowker's Books In Print ® and other industry databases. This data will identify Lulu.com as the publisher.
4. You accept that Lulu.com is the publisher of record and that any creator revenue you earn through this ISBN meets the true & legal definition of the term 'royalty'.
5. You accept that Lulu.com as the publisher is legally obligated to report all revenue you earn through this ISBN to the United States Internal Revenue Service (IRS) under the following conditions: For domestic US individuals or business entities, ALL revenue you earn through this ISBN, regardless of the ship-to address or final destination must be reported. For Non-Resident Alien individuals or business entities, any revenue you earn

through this ISBN for books that are shipped to a US address will be considered US Sourced Income and must be reported.

6. You agree to provide Lulu.com with your complete tax information to facilitate the tax reporting mentioned in point 5 of this Agreement. You also agree that if you do not provide this completed tax documentation, the revenue you earn through this ISBN will be subject to backup withholding.

Specifically:

Domestic US individuals or entities must provide a completed, signed W-9 form with a valid Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) or Employer Identification Number (EIN for businesses). If a domestic US individual or entity has a valid W-9 form on file with Lulu then there will be no withholding tax deducted from the revenue you earn through this ISBN. If a domestic US individual or entity does NOT have a valid W-9 form on file with Lulu, the revenue you earn through this ISBN will be subject to the default backup withholding rate for domestic entities.

Non-Resident individuals or entities must provide a completed, signed W-8 BEN form with a valid Individual Taxpayer Identification Number (ITIN) or Employer Identification Number (EIN for businesses). If a Non-Resident individual or entity has a valid W-8 BEN form on file with Lulu, then US Sourced royalties that you earn through this ISBN will be subject to the withholding tax rate specified in the taxation treaty between the US and the country you specify on line 9A of your W-8 BEN form, if such a treaty exists. If a Non-Resident individual or entity does NOT have a valid W-8 BEN form on file with Lulu then the US Sourced royalties that you earn through this ISBN will be subject to the default backup withholding rate for Non-Resident entities. Any US taxation treaty that specifically addresses, is documented, and directly conflicts with this structure will supersede these general rules.

Appendix B: Global Distribution Agreement

If you select Global Distribution for your published project, these terms apply in addition to the Terms listed above and serve to supplement Section 7 of the Terms.

Global Distribution makes a print or ebook (referred to hereafter as “Content”) available to retail sites and retail catalogs (referred to hereafter as “Channel” or “Distributor”).

Published Content that complies with all distribution requirements is eligible for distribution to the Channels you select during the publishing process. For any Channel you select, Lulu becomes the exclusive means by which you provide that Content to that Channel.

You will ensure that your Content and any revisions meet the Lulu distribution requirements in their most current state. We reserve the right, in our sole discretion, to update, amend, or otherwise change the requirements to comply with Distributor requirements.

You acknowledge that you cannot change the title, subtitle, author name, book size, binding type, and interior color once the Content is approved for distribution; changing these items constitutes a new publication and requires creating a new book or ebook.

Retiring your project will prompt its automated removal from Global Distribution. Distributors may take up to 8 weeks to remove your Content from their sales channels. For some Distributors, total removal of your Content may not be possible and Lulu has no influence in these situations and cannot take action.

We rely on you to contact Lulu regarding questions on channel rejection status or manner of channel listing.

What Lulu Does

We will provide the files and metadata of your Content and any revision to the Channels with which Lulu has a direct or indirect relationship, at our sole discretion; Content must meet the distribution requirements in their most current state, and comply with both the Lulu Terms and any terms, restrictions, or other guidelines provided by the Distributors.

Distributors

The Distributors are not parties to the Lulu Terms or the Global Distribution Agreement and are under no obligation to accept your Content.

At their discretion and without providing a warning to you or Lulu, Distributors may apply a discount to the list price of your Content.

The Distributors are not responsible for the way your Content renders, in print or electronic format, regardless of the device used.

Ebook Distribution

In addition to the Terms and Global Distribution Agreement, the following applies only to ebooks.

Before an ebook is accepted for Global Distribution, you agree to pay a one-time retail distribution fee upon the first submission of a new ebook to our Global Distribution service. This fee will be collected prior to completing the publication process. This fee does not apply to revisions of a published ebook.

Distributors offering ebooks may operate on a subscription basis, under which a user may access up to twenty percent of your Content before a sale is recorded.

Print Book Distribution

In addition to the Terms and Global Distribution Agreement, the following applies only to print books.

Before a print book is accepted for Global Distribution, you agree to purchase a single copy (proof copy) of your Content or revision and approve that version, and before a print book is transmitted to Global Distribution channels, you agree to pay a one-time retail distribution fee upon the first submission of a new print book to our Global Distribution service. This fee will be collected prior to completing the publication process. This fee does not apply to revisions of a published print book.

Lulu and/or the Distributors do not guarantee the quality of content that is printed. Lulu and/or the Distributors do not guarantee that your project specifications as submitted to Lulu will exactly match the specifications printed by the Distributor.

Lulu and/or the Distributors are not responsible for or control any third-party resellers of your Content.

Suspension Of Global Distribution

We may suspend your right to access or use any portion or all of the Global Distribution service immediately without notice to you if we determine:

- Your use of the Global Distribution service (a) poses a security risk to Lulu or any third party, (b) may adversely impact Lulu, (c) may subject us, our affiliates, or any third party to liability, or (d) may be fraudulent.
- You are in breach of the Terms.

Termination

You may terminate the Global Distribution Agreement for any reason by (a) providing us 30 days advance notice and (b) closing your account. We may terminate the Global Distribution Agreement for any reason at any time without notice.

Appendix C: Lulu Direct

If you use Lulu Direct to sell your content, the following terms apply in addition to the Terms listed above. Lulu Direct connects websites using an eligible ecommerce platform to your Lulu account. Successfully connecting your eligible ecommerce site to Lulu Direct enables you to sell books created using Lulu on your online store.It is your sole responsibility to ensure that your store, products, and automatic payment settings are functioning without disruption. You are solely responsible for collecting all payments from your customers.

Lulu is not responsible for any third-party applications or plugins you may install in your online store, including applications to enhance your store, and issues created by such applications and plugins that may disrupt your store, product, orders, and other connectivity and functionality between Lulu Direct and your store.

Lulu is not responsible for limitations generated by your ecommerce platform that may reduce the functionality of the Lulu Direct app.

Lulu is not responsible for any changes made by your ecommerce platform that may disrupt or break the functionality with the connection between your store and Lulu Direct.

Lulu Direct Store and Product Connections

Lulu reserves the right to terminate dormant stores and product connections within Lulu Direct. Lulu defines a dormant store connection as (a) a Lulu customer's store connected to Lulu Direct for three (3) months without a connected product, or (b) a Lulu customer's store connected to Lulu Direct with thirteen (13) consecutive months without a sale/purchase.

Appendix D: Developer Portal/Print API

Use of the Lulu Print API and/or the developers.lulu.com website are covered by these Lulu Membership and Terms of Use in addition to the Terms & Conditions for Lulu Press APIs.

Appendix E: Accessibility Declaration for Lulu

Accessibility Declaration for Lulu

Lulu is committed to ensuring digital accessibility for all users, including people with disabilities. We are continually working to improve the accessibility and usability of our website and digital content to comply with the accessibility requirements of the **European Accessibility Act (EAA)** and the **Web Accessibility Directive (EU) 2016/2102**.

Measures to Support Accessibility

To support accessibility, Lulu:

- Incorporates accessibility as part of our development, design, and quality assurance processes for all Lulu websites.
- Conducts regular accessibility audits based on recognized standards such as **WCAG 2.1 AA**.
- Provides education on inclusive design practices.

Conformance Status

Lulu aims to comply with the **Web Content Accessibility Guidelines (WCAG) 2.1, level AA**. We are continually evaluating our web content and strive to meet the above accessibility

standards. Should you find a guideline that you believe is not being met, please reach out to Lulu so we can correct the content.

Known Accessibility Limitations

We are aware of the following areas where accessibility may be limited:

- Some PDF or ebook content generated by users may not be fully accessible.
- Some older or third-party content may lack proper semantic structure or alternative text.
- Video content may not always include captions or audio descriptions.
- Support for assistive technologies is limited or incomplete on some site pages.

Scope and Responsibility

Lulu provides a self-publishing platform that enables creators to produce and distribute digital content, including ebooks.

Creators are asked to provide an accessibility declaration for each ebook they publish, as required under applicable regulations. Responsibility for the accessibility of individual ebooks lies with the content creators. Lulu does not validate or certify the accessibility of ebooks.

Feedback and Contact Information

We welcome your feedback on Lulu accessibility. If you encounter any barriers or have suggestions, please let us know.

Accessibility Contact:
Contact our support team

Enforcement Procedure

If you are not satisfied with our response to your feedback, you may contact the relevant enforcement body in your EU country. A list of national enforcement authorities is available at EU Accessibility Directive contact points.

Preparation of this Accessibility Statement

The assessment was conducted through internal audits.

Download a PDF of the previous Terms & Conditions here.