

SERVICE DESCRIPTION: THE INDEPENDENT PUBLISHERS CATALOGUE (“IPC”) ADVERTISEMENT

The Independent Publishers Catalogue (“IPC”) is a supplement to The Bookseller Magazine (“TBM”). You acknowledge that AuthorHouse has entered into an agreement with The Bookseller Magazine, pursuant to which TBM has agreed to advertise works of authors in its IPC supplement. Author desires to participate in the IPC advertisement.

You and AuthorHouse UK Ltd. have entered into a Contract pertaining to the Work whose title is referenced on the Publishing Order form and/or Services Order Form. You desire and agree to participate in The IPC advertisement, with respect to such Work, all in accordance with and subject to this Service Description and the overriding Terms and Contract as defined in the Authorhouse Standard Terms and Conditions.

This Service Description is intended to be an addition to the Terms, Publishing Order Form and/or Services Order Form”. Under no circumstances does this Service Description replace any part of the overriding Terms and Contract

I. Eligibility and Requirements

1. Authors desiring to participate in the IPC advertisement will be served on a “first come, first serve” basis. Thus, your chances to participate in the advertisement will be improved if Author complies with all advertisement requirements.
2. Your Advertisement will constitute part of a collective advertisement, comprising several AuthorHouse titles featured in the IPC. A member of AuthorHouse’s copywriting staff will draft the initial text for your advertisement, which will not exceed 40 words. Your advertisement will be designed and a proof of your advertisement will be sent to you for your approval. You have the opportunity to edit or alter the existing ad text, or you may supply entirely new ad text at this time. AuthorHouse reserves the right, in its sole discretion, to: edit or remove any obscene, scandalous or inflammatory material; correct any obvious grammar or spelling errors; and edit the text so that, along with the other books in the ad, the ad as published is cohesive and presents AuthorHouse in a positive manner.
3. The advertisement is anticipated to appear in the IPC supplement in TBM and is expected to appear in the first available April or September issue of TBM that contains the IPC supplement after your text has been edited and approved by you; with the understanding, however, that the ultimate timing of any ad is at the sole discretion of TBM and/or IPC.
4. You acknowledge that the IPC advertisement does not constitute, nor should be construed as, a guarantee of book sales. You acknowledge that AuthorHouse has no control over the purchasing decisions of booksellers or customers and will not be liable to you if your book does not sell. AuthorHouse retains the right to refuse to promote books that contain content that is deemed to be false, defamatory, or otherwise injurious to third parties. This may include content that is obscene or could be construed as hate speech.

II. Process

1. Upon receipt, we will design Author’s portion of the advertisement according to these specifications:
 - (a) The advertisement will be colour;
 - (b) The dimensions of Author’s advertisement space will be about 1.37” x 2.2” (vertical orientation).
 - (c) Total word count for your text will not exceed 40 words, including book title and author’s name and ISBN.
2. Once we have designed the entire advertisement, we will e-mail or fax a copy of Author’s portion of the advertisement along with an approval form for Author to sign and return. Once we receive your approval, your advertisement space will be secured within the IPC advertisement AuthorHouse is currently preparing to run. Once the signed approval form is received, no further changes to the advertisement will be permitted. If we do not receive your approval on or before the specified deadline, your advertisement will be postponed until a later issue of the IPC

III. Remedies and Limitations

1. If Author violates the advertisement requirements, Author will be liable to AuthorHouse for any liabilities, losses and penalties sustained by AuthorHouse arising from such breach, including amounts claimed by TBM and/or IPC against AuthorHouse which are attributable to Author’s breach.
2. If TBM and/or IPC refuses to include Author’s advertisement or the Agreement between AuthorHouse and TBM and/or IPC is terminated for any reason and Author’s advertisement is thereby not published, or if Author’s ad is not properly transmitted by AuthorHouse to TBM and/or IPC after Author’s approval, Author’s sole recourse will be to receive a refund of payment. In all other respects, Author hereby fully releases AuthorHouse from any responsibility or liability to Author associated with the IPC advertising, including as to any actions or omissions on the part of TBM and/or IPC or other third parties.
3. Author acknowledges that an IPC advertisement does not constitute, nor should be construed as, a guarantee of book sales. Author acknowledges that AuthorHouse has no control over the purchasing decisions of booksellers or customers and will not be liable to you if your book does not sell.
4. You expressly acknowledge and agree that the IPC advertisement is entered into pursuant to this Service Description and the overriding Terms and Contract as defined in the Authorhouse Standard Terms and Conditions, which are hereby incorporated by reference herein. Further, the provisions of the Terms and Contract, to the extent they generally limit AuthorHouse UK Ltd.’s liability and otherwise protect AuthorHouse UK Ltd. from liability to Author, will also apply to TBM and/or IPC, as to any claims by Author against TBM and/or IPC. TBM and/or IPC will be deemed to be a third party beneficiary of those provisions. In the event of any conflict between this Service Description and the Terms and Contract, the Terms and Contract will be controlling and take precedence.