



4King Edward Enterprises Contract Agreement

1. Legal Agreement

The terms and conditions set forth in this document apply to all visitors to 4King Edward Enterprises and 4KE Publishing, and constitute a binding, legal agreement between you and 4KE. We encourage you to print and keep a copy of this Agreement for reference.

Please read the information below carefully. By using the 4KE, you accept the terms and conditions described below, and you warrant and represent that you have the legal capacity to enter into this Agreement.

2. Introduction

4KE Publishing is an independent company that is here to help you facilitate the exchange of your information and knowledge in the world. We provide a service to enable selected authors to publish their work, in on-line, eBook, or other electronic or printed formats. Digital content ("Content") may consist of information, data, text, photographs, graphics, or other materials accepted for publishing through 4KE. We also provide services to our members, and facilitate our member's receipt of other services from third parties.

3. 4KE Services and Community Services Marketplace

Pre-publishing services such as formatting (paperback and eBook), editing and graphic designing of your book cover are available for purchase through your contact with the owner of 4KE Publishing. The prices vary for each one of the services, depending on the length and nature of your work.

If you decide to use any such outside sources that provide these services, but would like for 4KE Publishing to publish your work for you, you must understand that responsible for any mistakes that come from those services and you will be responsible to have those mistakes corrected.

4. Community Use

As a selected author with 4KE Published, you agree not to our company to:

- Upload, post or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;



- Harm minors, or anyone else, in any way;
- Use "spam," "blast-faxes," or recorded telephone messages to market or sell Content;
- Interfere with the operation of 4KE Publishing or 4King Edward Enterprises via the use of viruses, programs or technology designed to disrupt or damage software or hardware;
- Employ a robot, spider or other process or device to harvest e-mail addresses or other User information or to monitor the activity on the Site;
- Impersonate another person or entity or to forge any e-mail communication or message; or
- Transmit or post Content that violates the terms described in the section of this Agreement specifically dedicated to Content.

In addition to complying with all restrictions on conduct and content, you are responsible for adhering to all local and national laws that pertain to your location, wherever you are.

4KE reserves the right to remove any and all material that we feel is inappropriate or illegal, or offensive, or potentially or actually harmful in any respect, or negatively affects our company. At our discretion, we will remove content and/or ban potential authors who violate our policies with respect to the website. We reserve the right to amend our policies from time to time in our sole discretion.

5. Privacy

In general, 4KE will collect information that could be used to identify you, such as your personal phone number, e-mail address and social network information so that we may become more familiar with you as a potentially new author with our company and we will be able to help promote your work with your guidance. Your information will never be shared with outside vendors, websites or to spam.



6. Restrictions on Use of Materials

If you decide to work with 4KE Publishing, you agree to the following restrictions with respect to the company and the information contained therein:

- As long as you are published through 4KE, you will not allow any other party to resell, redistribute, sublicense, assign, delegate, or otherwise transfer such materials or any of your rights under this Agreement to any third party; and
- You will not remove or obscure any proprietary rights notices contained in or on such materials.

7. Limitation of Liability

In no event shall 4KE or any of its officers, employees, affiliates, agents or third-party licensors and content providers be liable to you or anyone else for any special, consequential, indirect, cover, punitive, incidental or similar damages (including without limitation, lost profits, lost sales, or lost benefits) directly or indirectly related to or arising out of content sold through the site or any transaction entered hereunder, whether in contract, tort or otherwise, even if 4KE or any of its officers, employees, affiliates, agents or third-party licensors have been advised of the possibility of such damages. Without limiting the foregoing, you agree that the liability of 4KE or its officers, employees, affiliates, agents or third-party licensors, if any, arising out of any kind of legal claim (whether in contract, tort or otherwise) in any way connected with any transaction entered into through or in connection with the site shall not exceed the amount you paid 4KE in connection with the transaction giving rise to such claim. Any action under this agreement **MUST** be commenced within **ONE** year after such cause of action occurs.

The foregoing limitation applies to the acts, omissions, negligence, and gross negligence of 4KE, its officers, employees, affiliates and agents which, but not for this provision, would give rise to the cause of action against 4KE in contract, tort, or any other legal doctrine. Your sole and exclusive remedies under this Agreement are as expressly set out in this Agreement.

8. Proprietary Rights

4King Edward Enterprises is the owner of all intellectual property rights, including all copyright, patents, and trademarks, associated with the site (www.keshawndodds.com), with all rights reserved, exclusive of content provided by third parties, which is owned by the licensors of such content. 4KE owns the design, format and layout of the Site. 4KE authorizes its selected users of this website to use the site and to copy materials posted on the site strictly for their own personal, non-commercial



use, provided you maintain all notices of rights that may be contained in such materials. Any and all other uses of the Content or other materials posted on the site are prohibited. All copyright, patent, trademark, and other intellectual property-related notices must remain affixed to any materials downloaded from this website. Failure to maintain such notices voids the authorization granted above. In granting this authorization, 4KE grants no other right, title, ownership, license, or other property interest in the materials and subject matter posted on the Site, or in any intellectual property rights protecting such materials and subject matter.

9. Miscellaneous

This Agreement is binding. It cannot be changed, except as provided in the Amendments section below, unless both parties agree to a change and that change is set out in a written document signed by both parties. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

No rights provided by this Agreement are lost or diminished because of lack of use of such rights.

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.

4KE headquarters and principal operations, including control and supervision of the website, are based in Springfield, Massachusetts. This Agreement is governed by the laws of the State of Massachusetts without regard to its “choice of law” or “conflict of laws” provisions that would apply the laws of another jurisdiction. The parties agree that any dispute that cannot be settled by good faith negotiation shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The location of the arbitration shall be Springfield, Massachusetts. The arbitration shall be conducted by a single arbitrator with experience in computer/technology matters and in the publishing industry. The decision of the arbitrator shall be legally binding, shall not be subject to appeal, and shall be enforceable in any court of competent jurisdiction.

Except for delay in payments due, if anything happens that is beyond reasonable control of either party (wars, sabotage, riots, labor disturbance, failure or delay of transportation, terrorist act, severe weather, natural disaster, act of God, etc.), 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 venture of the other party for any purpose whatsoever.



References to business “partners” in connection with 4KE’s operations refer to organizations with which 4KE has business relationships and do not imply formal legal partnerships.

10 Term

This Agreement is effective until terminated. 4KE may terminate or suspend this Agreement immediately for any reason and without prior notice to you. You may effectively terminate this Agreement by ceasing to use the 4KE services. All provisions of this Agreement relating to disclaimers, limitations of liability, and proprietary rights shall survive termination.

11 Amendments

4KE may change the terms in this Agreement from time to time. When the terms are changed, 4KE will make a posting on the Site regarding the change. You agree to review the terms of this Agreement from time to time. If you do not agree to be bound by any future changes, you should promptly notify 4KE and discontinue your use of the website. If you use the site after 4KE has posted a change to these terms on the site, you are agreeing to be bound by that change.

12. Digital Millennium Copyright Act

If you believe that any material contained in this website infringes your copyright, you should notify 4KE of your copyright infringement claim in accordance with the following procedure.

4KE will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) and other applicable intellectual property laws. The DMCA requires that notifications of claimed copyright infringement should be sent to this Site's Designated Agent who is:

Keshawn Dodds
4King Edward Enterprises
Phone: (413) 650-2638.
Email: keshawndodds@gmail.com

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

1. A physical or electronic signature of you as owner or as a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;



3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Lulu to locate the material;
4. Information reasonably sufficient to permit Lulu to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
5. A statement that you have 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;
6. A statement, made under penalty of perjury, that the information in the notification is accurate and that you are the owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.



Signature for Author Agreement

Please fill in your information in the following fields. Please send this portion of the contract back to Keshawn Dodds via email at: keshawndodds@gmail.com

AUTHOR: _____

DATE: (signed and returned): _____

PSEUDONYM/PEN (if applicable): _____

Website/blog: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____

DAYTIME & EVENING TELEPHONE NUMBER (s): _____

EMAIL ADDRESS: _____

Author SIGNED and DATED: _____