

LitCom NETWORK TERMS OF USE

Welcome to LitCom!

1. Who are we and what do we want?

LitCom is a social network about books. We are a community of people who love to read and share reading experiences. We prefer the audio format: our platform hosts literary podcasts, which we call Litcasts.

You may have any number of reasons why you don't read. But for all reasons, we have a solution: LitCom! You will be "reading and listening a lot"!

We are developing a community where everyone can create a Litcast to share their impressions of the book they have read, and everyone will benefit from it:

- the writer can intrigue his fans with new ideas or reveal the secrets of creating already written plots;
- publishers can promote their new publications (new series, authors, book events) among the wide audience of LitCom;
- teachers have the opportunity to submit material important for learning in a new format;
- pupils and students get another convenient tool for learning and development - Litcast;
- advanced readers - it's all simple for you!

And at the same time, each of you can monetize your intellectual leisure.

We make it a priority to create a community where everyone can express themselves freely on the topic of literature and related topics and be heard, without hate speech, discrimination and fraud. We strive to create a network where every person, regardless of age, gender, nationality and religion, will feel comfortable and safe. The LitCom community is a place of social inclusion, freedom of thought, and respect for copyright, where Litcasters can safely distribute their original work and be fairly compensated for it. We strive to create a qualitatively new awareness of copyright in society, where the artist's rights will become not only a legal, but also a moral obligation!

It is precisely in order to create a safe literary community with unified principles that we have developed the Terms of Use of the LitCom network.

You should familiarize yourself with the Terms of Use before starting to create your own content on the LitCom network or use already available Litcasts.

2. Definitions

- "LitCom" or "Platform" or "Network"** - platform/ service social network LitCom, where you can communicate with other users mainly on literary topics in the form of posts and audio files, as well as post new podcasts and/or listen to existing podcasts in accordance with these Terms of Use, Policies and other mandatory rules;
- "User"** - a natural person registered in the LitCom network; or a legal person on whose behalf registration in the LitCom network was made by its employee or other authorized representative; a user who uploads his own Litcasts also acquires a special status as Litcaster (Author);
- "User profile"** - personal account of a LitCom network user; the existence of the User Profile indicates the existence of a legal relationship between the User and LitCom;
- "Litcaster" or "Author"** - a natural person registered on the LitCom network as a User and who has created a Litcast channel in his user profile, who owns the non-property and property copyrights of the podcast (Litcast) uploaded by him to LitCom, or a legal person registered on the LitCom network as a User, who owns property rights to the podcast she uploaded to LitCom;

- “Literary podcast” or “Litcast”:** - an object of intellectual property rights, which is an audio work (podcast) created by Litcaster and uploaded to the LitCom network; Litcast is not a derivative work or a verbatim reproduction of someone else's book (it is not an audiobook), Litcast is an original work created according to the independent author's idea of the Litcaster, who shares his own impressions, conveys the content, ideas, quoting individual quotes from the book; LitCom reserves the right to make additional requirements for Litcasts or expand their topics;
- “LitCom Terms of Use”:** - a public contract concluded between the User and LitCom for the use of the LitCom network for the purpose of listening to litcasts and/or for the purpose of downloading litcasts, as well as for the realization of other interests or functionality of the LitCom network; the terms are considered to be unconditionally accepted from the moment of the User's registration;
- “LiteracyCoin” or “Litcoin” for short** - a conventional unit for indicating the User's/Litcast channel's monetary balance, which is purchased by the User at the set price on the LitCom platform. The User can use the purchased Litcoins to gain access to listening to paid content, including Litcasts, on the LitCom platform. Litcoin circulates only within the LitCom platform. Litecoin has no value outside of LitCom and is not a monetary unit or currency. Litcoins recorded on the balance of Litcast channel can be used by the Litcaster to: 1) gain access to listening to paid content (by transferring Litcoins from the balance of Litcast channel to the balance of your user account); 2) monetization of their services for content created within the LitCom platform.

3. Features of the platform

At LitCom, you'll be able to share thoughts and content with people who share your passion for books, including:

- **Download** podcasts about books you've read or topics related to the literary process. You will be able to share stories, thoughts, recommendations and comments about the literature you have read or written in the format of audio podcasts. We name authored content in the form of literary podcasts “Litcast”.
- **Create** an individual profile for the publication of your Litcasts, impressions of books, photo materials, etc. Also, through the profile you can communicate with other LitCom Users, discuss books, share impressions.
- **Find and buy** books from publishers. We allow publishers to showcase their books with us so that users can learn more about them before purchasing.
- **Get access to** personalized materials. We suggest books, materials, news and Litcasts that you might like based on your activity on the LitCom network. To do this, we collect data about your preferences and activities in our network. All information about you is collected in accordance with our Privacy Policy.
- **Listen to** Litcasts from users, bloggers and writers. The main form of LitCom content is literary podcasts and literary posts. Some Litcasts may be available only for a fee. Settlements in the LitCom network are carried out using an internal settlement unit (settlement points) - we call it Litcoin. The author of the Litcast can determine the amount of Litcoins for which the user will be able to gain access to listen to the Litcast. At the same time, the User, the Author (Litcaster) agrees that LitCom increases for the User the nominal value of the content announced by the Author in Litcoins at least two times.

Litcoin is not a currency, its use is limited only to calculations within the LitCom network and only for the convenience of LitCom users. Litecoin can be purchased for real money.

- **Receive Litcoins** for your Litcasts and monetize your own paid content uploaded to the LitCom network on your Litcast channel. As an Author, you can determine the conditional value of your paid

Litcast/Event, etc. of the options offered by us in Litcoin, by paying which one, the user will be able to listen to your Litcast or gain access to a paid event. The conditional value is determined in Litcoins, which users transfer from their wallet to the wallet (balance) of the personal Litcast channel created by you in the LitCom network. You can also publish Litcast/Event with completely free user access. Litcoin remains the property of LitCom and the fact of their transfer from wallet to wallet does not mean the transfer of ownership of Litecoin. Litecoin can only be purchased on the LitCom network. The amount of taxes and fees may be added to the value of Litecoin, including value added tax.

4. User Obligations

The security and inclusiveness of the network depends on all participants and users. Therefore, by using LitCom, you undertake to:

- Comply with LitCom's Terms of Use;
- Refrain from actions that may violate the LitCom Community Rules;
- Provide reliable data necessary for carrying out financial transactions related to the use of the LitCom network, in particular Litcoins;
- Not to use the LitCom network for purposes contrary to its purpose and the current legislation of the country of providing/receiving services;
- Do not infringe the copyrights of other authors on the LitCom network;
- Not to share your password and account access information with third parties without LitCom's permission;
- Do not create Bot accounts for actions that violate the Terms of Use, community policies, Ukrainian legislation. Abuse of LitCom network user rights by using Bot accounts is prohibited. A bot account is a user account through which there is a systematic abuse of LitCom network user rights, spamming, fraud, actions aimed at improper maximization of profits, violation of the Terms of Use and Community Rules, and more. If the Administration has reason to consider the user's account as a Bot account, it may limit or block such account at its own discretion

5. Privacy policy

We value the privacy of our users, therefore, data security in the LitCom network is one of our priority areas.

Consent. By using the LitCom App for mobile devices and through the desktop version, you indicate your consent to this Privacy Policy and agree to its terms.

When you register or use the LitCom network, we may process the following information about you:

Email address. We need your e-mail address so that we can secure your profile from unauthorized access, so that we can be sure that you have been accurately identified, and that we can link your profile to the e-mail address you provided. Also, so that we can keep in touch with you regarding the use of the LitCom network.

Mobile phone number. We collect your phone number to secure your profile from unauthorized access, to link your profile to your phone number, and to keep in touch with you in the event that email is not available.

Date of birth. We need your date of birth so that we can create a secure environment according to your age, as well as to arrange convenient accrual and withdrawal of Litcoins according to the laws of the user's country and the service provider.

Full Name. We collect your first and last name so that other users can find you on our network, as well as to arrange convenient calculation of Litcoins and monetization of your content according to the laws of the user's country and the service provider.

Taxpayer number. In some cases, we need your taxpayer number to comply with tax laws when calculating Litcoins and monetizing your content on our network.

Bank information (account number, card expiration date, CVV code). We need this information to comply with tax laws when calculating Litcoins and monetizing your content on our network.

Residential address or address of registration. We need this information to comply with tax laws when calculating Litcoins and monetizing your content on our network.

Your creativity and your content may also be treated as personal data that we process. You can read more about our Privacy Policy and the use of cookies at the [link](#).

6. Prohibited conduct in the LitCom community

The security of our network and the inclusiveness of the community are among the main goals of LitCom, so we put a lot of effort into making sure that all users are aware of these rules and can easily follow them.

At LitCom we do not allow behavior that may violate rights and create discomfort for users, which is why the following is prohibited on the LitCom network:

- Dissemination of harmful external links;
- Spam, fraud and misleading practices;
- Impersonate another person;
- Discrimination and hate speech;
- Vulgar and obscene language;
- Encouraging violations of LitCom's Terms of Use and Community Rules;
- Spreading fake messages/news
- other actions contrary to the purpose of the platform and the law.

This list of prohibited actions is not exhaustive. You can read the full text of the LitCom Community Rules at the [link](#).

7. Licenses and user permissions

In order to ensure a safe, quality and convenient experience of using the LitCom network for all users, we need to obtain certain permissions (licenses) from you to act on your content. That is why, when registering on the LitCom network, you thereby give us permission to:

- **Use of Litcasts and any other content you download.** You hereby grant us a royalty-free, transferable, sublicensable, worldwide license to post, use, distribute, adapt, perform, reproduce, publicly perform or display, communicate, translate and use to create derivative works of your content - Litcasts uploaded to the LitCom social network in compliance with the LitCom Terms of Use. We need this license so that we can freely recommend your material to other users, advertise it at your request, disseminate what you have created through our network so that as many users as possible can see your material. We do not sell your content outside of LitCom in any way, except for the promotional purposes of the LitCom network and the promotion of literature and the Litcast format.
- **Use of your name, profile picture, personal data you provide and activity information.** This permission is necessary for us to fully provide services to all users, in particular, to create recommended Litcasts, individual advertising offers and materials that may be of interest to you. You can read more about the use of your personal data at the [link](#).
- **Software (application) update without warning.** We need this permission so that we can improve the LitCom interface, fixing all possible inconveniences to create a pleasant user experience.
- **Unilaterally changing the Terms of Use, Community Rules and other internal documents of LitCom,** which govern the entire spectrum of LitCom network operation without prior notice of such changes. If you use the LitCom network after the updates of such rules become effective, in particular, if your account is active, then you hereby agree to be bound by the new rules.

8. Copyright

LitCom is built around copyrighted content, and we strive to protect the property and non-property rights of artists. Copyright is an intellectual property right for the protection of author's works. In particular, books, music, videos, photographs, paintings and other creative results.

In order to protect your rights and the rights of other authors, you must follow these rules:

Upload only your own works of authorship. Users can upload only materials to LitCom, including Litcasts created by them independently as objects of intellectual property rights that belong to them, or for the use of which they received consent from the owner of the rights. The use of intellectual property objects of other persons in the author's works is allowed under the principles of Fair Use and the terms of public licenses (Creative Commons and similar).

Fair use. In their works, users can use another work (book) without the consent of the author, but with the mandatory indication of the author's name and the source of borrowing:

- Quotations (short excerpts) from published works in the amount justified by the purpose;
- Literary and artistic works in the amount justified by the purpose, in particular in sound recordings or video recordings of an educational nature;
- Literary, artistic, musical and other works to create another work based on them in the genre of literary, musical or other parody, medley or caricature;

Litcaster. The Litcaster, as the author of the Litcast, is the owner of the copyright for the created Litcast. By publishing a Litcast, the Litcaster allows LitCom and other LitCom users to listen to the Litcast, save it to favorites and other lists within the LitCom network. A Litcaster has the right to file complaints against another Litcaster regarding infringement of its copyright.

The entire text of LitCom's Copyright Policy and the complaint procedure can be read at the [link](#).

9. Advertising

Advertising of materials on the LitCom network is carried out in accordance with the Advertising Policy, which is designed to simplify and regulate the process of advertising presentation, ensuring the greatest convenience and safety of personal data of network users.

The entire text of LitCom's Advertising Policy can be read at [link](#).

10. Taxes and financial transactions

The user will purchase Litcoins like any other digital product, according to the rules of the network. The cost of paid content is determined by Litcaster.

When monetizing Litcaster's content, we use the exchange rate set by LitCom. Litcaster fulfills its tax obligations on his/her own, and LitCom does not act as a tax agent for Litcaster's obligations.

11. Miscellaneous

Updates. We may make changes to the LitCom Terms of Use and all LitCom policies without prior notice to network users. We may send notices that the LitCom Terms of Use or LitCom Policies have changed to your email address or posted on the Platform. The user is obliged to monitor the updates on his/her own.

Limitation of liability. We do our best to provide the best possible service and clearly formulate recommendations for each user. However, our services are provided on an "as is" basis, and we do not guarantee that they will always be safe, secure, error-free, or that they will function without interruptions, delays, or defects. TO THE FULLEST EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. We do not control or direct the actions or speech of individuals and are not responsible for their conduct (online or offline) or for any content they share (including, but not limited to, offensive, inappropriate, obscene, illegal, or otherwise objectionable).

We cannot predict when any problems may occur. Consequently, our liability is limited to the fullest extent permitted by applicable law, and in no event shall we be liable to you for any loss of profits, revenue, information or data, indirect, special circumstances, punitive or consequential damages arising out of because of or as a result of these Terms or LitCom Policies, even if we have been advised of the possibility of such damages.

Disputes. We hope and do our best to ensure that all disputes arising in the LitCom network are resolved out of court, involving the LitCom network's dispute resolution procedures. However, in case of impossibility of resolving the dispute, the parties may apply to any court having jurisdiction to resolve the dispute in accordance with the law.

Agreement. These Terms of Use, all LitCom Policies and agreements that may be entered into between the parties constitute the entire agreement between you and LitCom regarding the use of our services. They replace any previous contracts. The user accepts all terms, contracts and policies - by registering on the LitCom platform, and in the event of their change - by continuing to use the LitCom platform (when the user's account

remains active). Settings in the user profile or other functional settings, choices made in electronic form are also legally binding for LitCom and the User.

Removal of content and return of Litcoins. We reserve the right to remove any content on the LitCom network if we have reason to believe that it violates our rules or without explanation. If the removed content was paid for, users who purchased it will be able to apply for a refund of spent Litcoins.

We refund Litcoins for the purchased Litcast only if the content was removed based on a complaint and the content is not available for listening. After receiving a content complaint, we freeze the channel author's accumulated Litcoins until the complaint is resolved. The return of spent Litcoins for unavailable (deleted) content takes place by deducting them from the wallet of the Litcaster whose Litcast was deleted.

The guaranteed return period is 14 days from the moment the user acquires the right to access Litcast. If the content was blocked later than 14 days from the moment of its purchase by the User, the issue of returning Litcoins to the user is decided solely at the discretion of the platform administration. The final decision on the return of Litcoins remains with the Administration of the LitCom platform.

The administration of LitCom will pay out funds for deleted content in the order of priority of submitted applications for refund. The lack of frozen Litcoins in the Litcaster wallet may be the reason for the impossibility of returning Litcoins.

Validity of terms. If any part of these Terms is found to be invalid, the remainder will remain in full force and effect. Our failure to enforce any of these Terms shall not be deemed a waiver of our right to enforce them. Any change to these Terms or any waiver of the requirement to comply with these Terms must be in writing and signed by us.

Change username. Please note that in some cases we may ask you to change your account username (for example, if another person files a username complaint or you are found to be impersonating someone else). In this case, we will warn you in advance and explain the reason.

Rights. You may not assign any of your rights or obligations under these Terms to any other person without our consent. We reserve all rights not expressly granted to you.