

LEGAL NOTICE AND GENERAL TERMS AND CONDITIONS OF USE OF THE WEBSITE

www.vicobook.com

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I. GENERAL INFORMATION

The ownership of this Website, www.vicobook.com, (hereinafter, VicoBook Platform or VicoBook, indistinctly) is held by STORY BUILD LTD (hereinafter, SB), holder of Company Number SC659718 and registered in COMPANIES HOUSE - Registrar of Companies for Scotland, with Sic Codes 58110 85520, with registered office at:

STORY BUILD LTD

*10 GENF Main Street, GLASGOW-Scotland GT2 7 JH, vicobook@vicobook.com, +34638174527
Company Number SC659718, Companies House Sic Codes 58110 85520*

10 GENF Main Street
Glasgow - Scotland G72 7 JH
Telephone: +34 638174527
Email: vicobook@vicobook.com

The Legal Representation of SB is held, in her capacity as Director, CEO & Co-founder, by VINYET MIRÓ PUJADAS, whose contact details are:

Calle Castellet, nº 11
08880 Cubelles
Barcelona - Spain
Phone: +34 638174527
Email: vinyet.miro@vicobook.com

Likewise, as the activity carried out by VicoBook is a regulated activity, it is hereby stated that, as such, the Legal Representative, Vinyet Miró Pujadas, is in possession of the:

Bachelor of Journalism from the University of Aberdeen (Scotland)

Any doubts regarding the interpretation of these General Conditions of Use can be sent to SB through the Contact section of the VicoBook Platform, by sending an email to info@vicobook.com or by post to:

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II. DEFINITIONS

For the purposes of the interpretation and application of these General Conditions of Use of the VicoBook Platform, the following terms shall have the definition indicated below:

(i) VicoBook Platform

The VicoBook Platform shall be understood as the external appearance of the screen interfaces, both static and dynamic, i.e. the navigation tree, and all the elements integrated both in the screen interfaces and in the navigation tree and all those online services, contents or resources that SB may offer to its Users.

(ii) Services, Content and Resources of the VicoBook Platform

The Services, Contents and Resources of the VicoBook Platform are understood to be the Collaborative Literary Co-creation Tool (Cocreate), made up of a team work space

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(Cowork) and a group coreading space (Coread), the Library where the works or finished stories are published, the Cultural-Literary Social Network (Home) and the General Chat that complements the previous communication and interaction tools that VicoBook makes available to its Users.

(iii) VicoBook Community (Individual Users, Organisations, Groups and Members)

The VicoBook Community is understood as the totality of its Individual Users, Organisations, Groups and Members, whatever their modality, who access and use the VicoBook Platform Services.

Individual User is any natural person who has a Profile and Account created that allows him/her to access and use the VicoBook Platform.

Organisation is a legal entity that has a Profile created by its Chief Administrator from its Account and that allows its Members to access and use the VicoBook Platform.

Group is the union of two or more Individual Users or two or more Members of an Organisation who share a common Profile created by the Group's Chief Administrator.

Members are natural persons who have their own Profile and who are part of an Organisation or Group.

The generic expression "User" (or its plural "Users") is equivalent, in all cases and for all purposes, to all Individual Users, Organisations and Beta Users, as well as, where applicable, to all their respective Members and possible Groups, in the manner provided for in Section 3, and therefore the term or condition in which this generic expression is included shall be understood to refer to and apply to all of the aforementioned groups.

(iv) Workspace

Workspace shall mean the area or environment in which an Individual User or a Member of an Organisation or Group can make use of the services, contents and resources of the VicoBook Platform (Home, Cocreate, Cowork, Coread, Library, etc.).

(v) VicoBook Beta Platform

VicoBook Beta Platform shall mean those products, software, services or functions that SB designates as Beta or pre-release versions and that are provided to Beta Users during the stipulated period of validity. Beta shall therefore be understood to be all preliminary versions that have not yet been released to the market, that are not public and that are in the process of development.

(vi) Beta User

Beta User(s) shall mean any natural or legal person who has been granted a non-exclusive, non-transferable licence to use the VicoBook Beta Platform solely for the purposes of testing, research and evaluation. Beta Users may not modify, disassemble,

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decompile, reverse engineer, rent, lend, transfer or make copies of the VicoBook Beta Platform.

III. GENERAL TERMS AND CONDITIONS OF USE

1. ACCEPTANCE

1.1. USERS

Access to and use of the VicoBook Platform Services implies the User's full and express acceptance of these General Conditions of Use, including its Code of Conduct and Privacy Policy, in the version published by SB at the time the User accesses the VicoBook Platform, including all notices, regulations of use and instructions that may be brought to the attention of the VicoBook Community by SB and that complete or modify the provisions of these Conditions.

SB reserves the right to modify these General Terms and Conditions of Use at any time for legal reasons, for technical reasons, due to changes in the VicoBook Platform or in the regulations or due to corporate decisions. When this happens, SB will publicly announce the changes on the VicoBook Platform, for the general knowledge of the VicoBook Community. Thus, if the User continues to use the VicoBook Platform, it will be understood that he/she has tacitly, fully and unreservedly accepted the modifications introduced, as well as any notice, rules of use or instruction that may complete or modify them.

Therefore, SB recommends the User to be aware of all announcements, notifications or communications that are made on the VicoBook Platform or that he/she may receive from SB and to carefully read the General Terms and Conditions of Use from time to time. The current version of the General Conditions of Use will always be available in the *Terms & Conditions menu* of the VicoBook Platform, as well as any notice, rules of use or instructions that may supplement or modify them.

If the User does not agree with the General Conditions of Use in force at any time, as well as with any notice, rules of use or instructions that may supplement or modify them, he/she accepts and agrees to cancel his/her Profile and User Account immediately and, consequently, to stop accessing and using the Services of the VicoBook Platform.

These General Conditions of Use, including its Code of Conduct and Privacy Policy, establish the rules for accessing and using the Services, Contents and Resources of the VicoBook Platform, regardless of the device through which the User accesses it.

The User's full and express acceptance of these General Conditions of Use, including its Code of Conduct and Privacy Policy, implies the signing of a contract with SB that

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grants the User the right to access and use the Services, Content and Resources of the VicoBook Platform under the conditions established therein, and under no circumstances does this contract imply the establishment of any type of commercial, labour or any other type of relationship between SB and the User.

1.2. BETA USERS

Registration and subscription to the Services of the VicoBook Beta Platform implies the Beta User's full and express acceptance of these General Conditions of Use, including its Code of Conduct and Privacy Policy in the version provided by SB at the time the Beta User requests and accesses the VicoBook Beta Platform, including all notices, regulations of use and instructions that may be brought to the Beta User's attention by SB and that complete or modify the provisions of these Conditions.

Section 1.1 above applies to Beta Users in its entirety, with the particularity that acceptance implies that the Beta User agrees to provide SB, in exchange for the licence granted, with their feedback and impressions of their use of the VicoBook Beta Platform. It also implies acceptance that the use of the VicoBook Beta Platform will be monitored by SB as part of the tests carried out, and to complete the feedback provided.

Furthermore, the selection of Beta Users is the sole responsibility of SB due to the fact that the VicoBook Beta Platform is essentially a trial version. In addition, Beta Users must not have any conflict of interest with SB or the VicoBook Platform, including a guarantee not to work directly or indirectly with, or have any interest in, any actual or potential competitor of SB.

Compliance with the above requirements does not guarantee admission as a Beta User, which is entirely at SB's discretion and decision. Therefore, SB shall be free to decide whether to admit the potential Beta User and may, at any time, restrict the number of active Beta Users.

2. SERVICES PROVIDED

SB, through its VicoBook Platform, offers its Users the Services, Content and Resources described below:

2.1. A Collaborative Literary Cocrecreation Tool (hereinafter Cocrecreation) composed of the following **spaces**:

- A team workspace (hereinafter, Cowork) that allows Individual Users and Members of Organisations or Groups (hereinafter, Coworkers) to group together, within their workspace, in Co-creation Teams (hereinafter, Cowork Teams), adopting one or more Roles or Main or Secondary Characters, for the co-creation of works or stories

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in any literary genre (novel, poetry, drama, theatre, etc.) and category (drama, comedy, action, etc.), generating independent, own and original content, using a variety of resources, functionalities and communication and notification systems, including a Chat for Teams (hereinafter, Cowork Teams.) and category (drama, comedy, action, etc.), generating independent, own and original content, making use of various resources, functionalities and communication and notification systems, including a Chat for the Co-creation Teams (hereinafter, Teams Chat), which allows them to communicate and interact, organising and coordinating themselves for the development of their works or stories.

The co-creation of independent, original works or stories in any literary genre or category shall be governed by the provisions of Section 11.

- A group coreading space (hereinafter, Coread) that allows Individual Users and Members of Organisations or Groups (hereinafter, Coreaders), to visualise and follow, within their workspace, the live co-creation of the Coworkers' works or stories, using various resources, functionalities and communication and notification systems, including a Chat for Readers (hereinafter, Readers Chat), which allows them to communicate and interact, providing their comments, opinions, ideas or suggestions on the works or stories under development.

2.2. A Library (hereinafter, Library) where Coworkers can publish, within their workspace, their works or finished stories, for internal consumption, accessible through a combined filter menu that facilitates the search and selection process.

2.3. A Cultural-Literary Social Network (hereinafter, Home) that allows Users to interact, share content, create debate, generate synergies, promote the creation of groups and organise events, within their workspace, making their creative experience visible and widening their circle of influence.

2.4 A General Chat that complements, within each workspace, the previous communication and interaction tools between VicoBook Community Users, by means of the followers and followings tracking system.

2.5. In addition, SB provides VicoBook Platform Users involved in the development of a Co-authored or Sole Authored Work (see Section 12) with its external legal team specialised in copyright and intellectual property advice. The contracting of this service is always optional and voluntary and is not included in the Membership Fee ([contact details for this service are included in Section 18](#)).

SB reserves the right to block, limit or withdraw access to any information, comments, opinions, suggestions, images, illustrations, graphics, data, content, works or stories of any genre, category, nature or origin, published or posted by its Users in the Home, Library, Ccreate, Cowork, Coread, Teams Chat, Readers Chat, General Chat or in any

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other publication spaces, communication and/or notification or in other present or future blogging tools existing on the VicoBook Platform that violate the Law, copyright or intellectual property rights, respect for the dignity of the person, that are discriminatory, xenophobic, racist, violent, pornographic, spamming, that involve identity theft, that threaten youth or childhood, public order or safety or that, in SB's opinion, are not suitable for publication or dissemination.

In any case, SB shall not be responsible for the information, comments, opinions, suggestions, images, illustrations, graphics, data, contents, works or stories of any genre, category, nature or origin published or posted by its Users in the Home, Library, Cocreate, Cowork, Coread, Teams Chat, Readers Chat, General Chat and any other publication, communication and/or notification spaces or other present or future blogging tools existing on the VicoBook Platform, which may be subject to the security protocols implemented on the VicoBook Platform for their blocking, limitation or removal.

Consequently, the User is at all times responsible for all the activity he/she carries out on the VicoBook Platform through his/her Profile and/or User Account.

SB encourages all VicoBook Platform Users to be vigilant and to collaborate in the detection of inappropriate content by reporting it through our email info@vicobook.com. SB will review the reported material and will consider the possibility of blocking, limiting or withdrawing access to such material, after notifying the User or authors of the reported content, if such notification is legally required or if SB deems it appropriate, depending on the circumstances in each case.

3. USERS

The VicoBook Platform offers the possibility of registering under the following **USER** modalities:

3.1. INDIVIDUAL

The Individual User will be subject to a paid membership as indicated in Section 8 and will have indefinite access to and use of the Home, the Library and the Cocreate spaces (Coread and/or Cowork), corresponding to the VicoBook workspace.

Individual Users may be persons at least sixteen (16) years of age or minors under that age with the express consent of their parents, guardians or legal representatives.

For this purpose, when the Individual User is a minor under sixteen (16) years of age, he/she must include in his/her User Profile and Account, the Authorisation and Consent Form (**APPENDIX I**) that SB provides for this purpose for downloading from the

VicoBook Platform, duly completed and signed by his/her parents, guardians or legal representatives.

The Individual User has his/her own Cocrete and can access and use the Library and Home associated with the VicoBook Individual User workspace.

3.2. ORGANISATION

The User as an Organisation shall be subject to paid Membership in the manner indicated in Section 8 and its Members may indefinitely access and use the Home, the Library and the Cocrete spaces (Cored and/or Cowork), corresponding to the workspace of its Organisation.

Any entities, corporations, organisations, bodies, institutions, educational or cultural centres, societies, companies, etc. (public or private), with their own legal personality, legally constituted in accordance with the legislation (national or international) applicable in their respective countries, nations, states, regions or territories, may be considered as Users in their modality of Organisation.

The members of an Organisation shall be known as Members.

Members of an Organisation under sixteen (16) years of age must have the express consent of their parents, guardians or legal representatives, by signing and completing the Authorisation and Consent Form (**ANNEX I**) that SB provides for this purpose for downloading from the VicoBook Platform.

The Organisation shall ensure that all Members under the age of sixteen (16) have the express consent of their parents, guardians or legal representatives, and that the mandatory Authorisation and Consent Forms (**APPENDIX I**), duly completed and signed by their parents, guardians or legal representatives, are included in their Profiles.

The Organisation holds SB harmless from any liability arising from the failure to include the Authorisation and Consent Form required of its Members under the age of sixteen (16) or its falsification or inclusion of outdated or incorrect data.

The Organisation shall designate one of its Members as the Primary Resource Administrator of its Organisation Profile and User Account. SB recommends that no one under the age of eighteen (18) be designated as the Organisation's Primary Administrator.

The Organisation, at its choice, may access and use the VicoBook Platform Services in the **Open Environment** mode or in the **Closed Environment** mode, subject to the provisions of Section 6.

RECOMMENDATIONS FOR ORGANISATIONS WITH MEMBERS UNDER THIRTEEN (13) YEARS OF AGE

SB recommends that those Users who hold the status of User in its Organisation mode and who have persons (Members) under thirteen (13) years of age, access and use the VicoBook Platform Services in the **Closed Environment** mode.

Access to and use of the VicoBook Platform in its **Closed Environment** mode is configured in such a way that no User who is not a Member of the Organisation can be aware of its existence through the search engine system or any other means of the VicoBook Platform.

Likewise, no Member of an Organisation accessing and using the VicoBook Platform in its **Closed Environment** mode, may have knowledge of the existence or locate through the search engine system or by any other means of the VicoBook Platform, any other Organisation, as well as any Individual User.

In this way, access to and use of the VicoBook Platform in its **Closed Environment** mode, **obliges** the Members of an Organisation to interact and communicate only among themselves in a closed environment and exclusively in their own spaces for interaction and communication.

SB recommends that the designation of the status of Chief Resource Administrator of the Organisation that accesses and uses the VicoBook Platform Services and that includes persons (Members) under thirteen (13) years of age, does not fall on persons under eighteen (18) years of age and that they hold, where appropriate, the status of Legal Representative of the same or, failing this, have been expressly delegated to exercise the functions of their Chief Resource Administrator.

Likewise, SB recommends that the designation of the status of Chief Resource Administrator of the Groups that may be formed within the Organisations that access and use the VicoBook Platform Services and that have in their midst persons (Members) under thirteen (13) years of age, should not fall on persons under thirteen (13) years of age.

4. GROUPS

Additionally, the VicoBook Platform offers the possibility of creating **GROUPS** formed by the union of two or more Individual Users or two or more Members of an Organisation.

The members of a Group shall be known as Members.

In all cases, the Group must designate one of its Members as the Lead Resource Manager of its Profile. SB recommends that the designation of a Group's Lead Resource Manager should not be made to a person under the age of thirteen (13).

The Groups are not subject to Membership, as they do not have the status of User in *the strict sense of the word*, and their Members may access and use the Home and Library, as well as the Cocrete spaces (Coread and/or Cowork) associated with their workspace.

5. MEMBERS

MEMBERS are persons who are part of an Organisation or Group, and who have obtained the permission of the Chief Resource Manager of the Organisation and/or Group to which they belong to join them, as well as the express consent of their parents, guardians or legal representatives when they are under sixteen (16) years of age to access and use the VicoBook Platform Services and for their personal data to be processed, in accordance with the provisions of Sections 3.2 and 4.

Members of an Organisation or Group are not subject to Membership, and may access and use the Home and Library, as well as the Cocrete spaces (Coread and/or Cowork) associated with their workspace.

6. MODALITIES OF ACCESS AND USE OF THE VICOBOK PLATFORM

Organisations, in order to access and use the VicoBook Platform Services defined in Section 2, must configure their User Profile and Account under one of the following Access and Use modalities:

6.1. ACCESS AND USE IN AN OPEN ENVIRONMENT

The access and use of the VicoBook Platform in its **Open Environment** mode, **allows the** existence of an Organisation on the VicoBook Platform, to be known and located by Individual Users or by Members of other Organisations through the search engine system of the VicoBook Platform, being able to request to join that Organisation.

6.2. ACCESS AND USE IN A CLOSED ENVIRONMENT

The access and use of the VicoBook Platform in its **Closed Environment** mode, prevents the existence of an Organisation on the VicoBook Platform from being known and located by Individual Users or by Members of other Organisations through the search engine system or by any other means of the VicoBook Platform.

Likewise, no Member of an Organisation accessing and using the VicoBook Platform in its **Closed Environment** mode, may have knowledge of the existence or locate through

the search engine system or by any other means of the VicoBook Platform, any other Organisation, as well as any Individual User.

In this way, access to and use of the VicoBook Platform in its **Closed Environment** mode, obliges the Members of an Organisation to interact and communicate only among themselves in a closed environment and exclusively in their own spaces for interaction and communication.

SB recommends that those Organisations with Members under thirteen (13) years of age access and use the VicoBook Platform Services in the **Closed Environment mode**.

6.3. ACCESS AND USE OF BETA USERS

Access and use by Beta Users shall be limited to testing and evaluating the VicoBook Beta Platform until it is officially launched. Consequently, any commercial, professional or other use of the VicoBook Beta Platform is prohibited.

7. FEEDBACK - BETA USERS

In exchange for being selected as a Beta User and obtaining the Beta User Licence, you authorise SB to obtain feedback on your use of the VicoBook Beta Platform. SB may request specific or general feedback on your use and you agree to provide such feedback and impressions of the VicoBook Beta Platform, including any bugs and experiences you have had, so that SB can resolve existing problems and/or improve its software.

As stated in Section 1.2, the acceptance of these General Terms and Conditions of Use entails the monitoring and tracking of the Beta User's use of the VicoBook Beta Platform. Therefore, the Beta User authorises SB to access and monitor his/her activity while logged into his/her account and to process all this information for research, maintenance and troubleshooting purposes.

Furthermore, SB may use, disclose, reproduce, license, distribute and otherwise commercialise such comments and activity monitoring. Accordingly, the Beta User grants SB all necessary licenses on its comments and monitoring, as well as any associated intellectual property rights, accepting that any comments, recommendations and/or suggestions provided shall be the exclusive property of SB and that SB shall not grant any copyright on the VicoBook Beta Platform to the Beta User.

8. MEMBERSHIP

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The User, whatever their modality, must choose the desired Membership option from among the different possibilities offered by the VicoBook Platform at any given time, which are currently described below and are listed in **ANNEX II** (not applicable to Beta Users).

8.1. TYPES OF MEMBERSHIP

The characteristics of the different options or types of Membership currently available are described below.

8.1.1. Free Trail

The **FREE TRAIL** Membership option is only available to Individual Users and allows access and use of the Home, Library and Ccreate (Cwork and Coread), associated to the workspaces of the Individual Users of VicoBook, free of charge and for a period of four (4) months, without any restrictions or limitations and subject to these General Terms of Use, including its Code of Conduct and Privacy Policy.

Exceptionally, SB may allow a specific Free Trail User to extend their temporary period of access to the VicoBook Platform, after studying the reasoned request to be made in writing by the Free Trail User concerned, by email to info@vicobook.com.

8.1.2. Coworker

The **COWORKER** Membership option is available for both Individual Users and Organisations and allows access to and use of the Home, Library and Ccreate (Cwork and Coread), associated with the workspaces of VicoBook Individual Users and Organisations, respectively, according to the Monthly Fee applicable in each case and indefinitely, without any restrictions or limitations and subject to these General Conditions of Use, including its Code of Conduct and Privacy Policy.

8.2. COMMON RULES

Some of the current or future Services or Content offered by SB through its VicoBook Platform or, where applicable, by third parties through the same, may be subject to prior contracting of the Service or Content, in which case the corresponding Particular Conditions governing the same shall be clearly specified and/or made available to the User.

The contracting of the copyright and intellectual property advice service provided by the specialised external legal team that SB makes available to its VicoBook Platform Users involved in the development of a Co-authored or Sole Authored Work (see Section 18) is always optional and voluntary and is not included in the Membership Fee.

9. REGISTER

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Access to and use of the VicoBook Platform Services require prior registration of the User, regardless of its modality, as well as, where applicable, that of its respective Members and possible Groups.

9.1. Emails and passwords

Registration by a User implies the choice of their own real e-mail address and a password, which allows the creation of and direct access to their Profile and/or User Account. The User shall maintain their passwords under their sole responsibility, in the strictest and absolute confidentiality, and therefore assumes all damages and/or losses of any kind arising from the breach or disclosure of the same, as well as the misuse that, as a result of the breach of the duty of custody, could be made by a third party.

9.2. Personal data, documentation and authorisations

In order to complete the registration process on the VicoBook Platform, the User must provide the personal data and/or documentation requested when creating their Profile and/or User Account. Some of these personal data are mandatory and others are optional, as indicated in their respective Profiles and/or Accounts. SB is not responsible for the validity and legal validity of the personal data and/or documentation provided, and the User therefore assumes all damages and/or losses of any kind that may arise from the expiry, inaccuracy, falsification, illegality or illegality of the same, without prejudice to SB being able to verify by any legal means their veracity or validity. It shall be the User's responsibility to keep said personal data and/or documents requested up to date and in force.

When the person registering is an Individual User or a Member of an Organisation under sixteen (16) years of age, he/she must have the express consent of his/her parents, guardians or legal representatives to access and use the VicoBook Platform Services and for his/her personal data to be processed in accordance with the provisions of these General Terms and Conditions of Use, therefore, the corresponding Authorisation and Consent Form (**APPENDIX I**) provided by SB for downloading from the VicoBook Platform, duly completed and signed by their parents, guardians or legal representatives, must be included in their Profile and/or User Account, in the manner indicated in Sections 3.1 and 3.2, respectively. SB will make reasonable efforts to verify that the consent has been given or authorised by the holder of parental authority or guardianship over the minor, taking into account the technology available.

The Organisations shall ensure that all Members under the age of sixteen (16) have the express consent of their parents, guardians or legal representatives, and that the mandatory Authorisation and Consent Forms (**APPENDIX I**), duly completed and signed by their parents, guardians or legal representatives, are included in their Profiles.

The Organisation holds SB harmless from any liability arising from the failure to include the required Authorisation and Consent Form for its Members under the age of sixteen (16) or its falsification or inclusion of outdated or incorrect data.

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When registering as an Organisation, it must also, when creating its Profile and/or Collective User Account, provide the Identification Document that accredits its status as an Organisation. It shall be the responsibility of the Organisation to keep this Identity Document up to date and in force.

Where the registrant is an Organisation or a Group, it must also, when creating its Profile and/or User Account, provide the requested personal details of the Member who will act as its Chief Resource Administrator. It shall be the responsibility of the Organisation or Group to keep the personal details of its Chief Resource Administrator up to date.

9.3. User Profile and Account Settings

Organisations, when creating their Profile and/or User Account, must select the Access and Use Modality of the VicoBook Platform Services in Closed or Open Environment as indicated in Section 6.

In order to complete the registration process and to access and use the VicoBook Platform Services, the User must fully and unreservedly accept these General Conditions of Use, including its Code of Conduct and Privacy Policy.

9.4. Beta User Registration

This Paragraph 9 also applies to Beta Users, who will receive access credentials to their account if SB so decides, in accordance with Paragraph 1.2.

10. LICENCES FOR USE

SB declares and guarantees that it has the necessary legal right and authority to grant the Individual or, as the case may be, Collective Use Licences for the VicoBook Platform Services, as contemplated in this Section.

Subject to the User's full and unreserved compliance with these General Conditions of Use, including its Code of Conduct and Privacy Policy, which are accepted at the time the User creates his/her Profile and/or Account, SB grants the User, for his/her exclusive personal and private use, an Individual or, where appropriate, Collective Use Licence, which is indefinite, non-exclusive, revocable and non-transferable, and which entitles the User to access and use the Services of the VicoBook Platform, for as long as said Use Licence remains in force.

10.1. Types of Licences

An INDIVIDUAL USE LICENSE is considered to be that which SB grants to an Individual User, which allows him/her to access and use the VicoBook Platform Services, for as long as said Individual Licence remains in force.

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A COLLECTIVE USE LICENSE is considered to be that which SB grants to an Organisation, which allows its Members, subject fully and unreservedly to these General Terms and Conditions of Use, including its Code of Conduct and Privacy Policy, to access and use the VicoBook Platform Services, for as long as such Collective Use Licence remains in force. It is the Organisation's responsibility to ensure that all its Members accept, access and use the VicoBook Platform Services in strict compliance with these General Terms and Conditions of Use, including its Code of Conduct and Privacy Policy, and to prevent unauthorised use.

Likewise, the Individual or, where applicable, Collective Use Licence granted by SB, confers the right to Individual Users and Members of the beneficiary Organisations to join together to form Groups, in the manner provided for in Section 4 and subject fully and unreservedly to these General Terms and Conditions of Use, including its Code of Conduct and Privacy Policy. Consequently, the rights of access and use of the VicoBook Platform Services by a Group and its Members are given to them jointly, subsidiary and derived from the Licences of Use granted by SB to the Individual Users or, as the case may be, to the Organisations to which the Members of a Group belong.

A BETA USER LICENSE is a revocable, non-exclusive and non-transferable license granted by SB to a Beta User, which allows him/her to use the VicoBook Beta Platform for testing and evaluation before the official launch of the VicoBook Platform.

10.2. Misuse of Licences

To ensure that there will be no misuse of the Individual, Collective or Beta User Licences granted by SB, the User (and the Beta User) undertakes and agrees, under all circumstances, that he/she may **NOT** by himself/herself, or through any third party:

- (i)** Attempt, directly or indirectly, to copy, duplicate, photocopy, print, reproduce, distribute, translate, modify, decompile, decompile, decrypt, disassemble, reverse engineer, reverse engineer or decrypt or otherwise discover or derive or manipulate in any way the source code of all or any part of the VicoBook Platform.
- (ii)** Sell, resell, lease, license, sublicense, rent, assign, tax or transfer to others any rights in all or any part of the VicoBook Platform.
- (iii)** Share the Profile and/or Account of an Individual User, Beta User, Organisation, Group or Member or allow unauthorised third parties access to all or any part of the VicoBook Platform (or VicoBook Beta Platform).
- (iv)** Remove, alter or modify in any way whatsoever the trademark, logos, symbols, images, graphics or designs or any content related to intellectual property rights of all or any part of the VicoBook Platform.
- (v)** Attempt to circumvent or breach any of the security measures.

(vi) Use the VicoBook Platform (or the VicoBook Beta Platform) or any information to which it may have access while its licence is in force for the purpose of creating or developing software similar to or in competition with SB's software.

(vii) Use all or any part of the VicoBook Platform in any manner other than as provided for in these General Conditions of Use or in such a way that violates any applicable law or regulation.

10.3. Loss of validity of Licences

The loss of validity of the Individual or Collective Use Licences granted by SB will result in the immediate cancellation of the Profiles and/or Accounts of the affected Users, as well as, if applicable, of their respective Members, and therefore, after such cancellation, they will not be able to access or use the Services of the VicoBook Platform.

The Individual or Collective Use Licences granted by SB to the User shall lose their validity in any of the following cases:

(i) For non-acceptance or non-compliance with any or part of these General Conditions of Use, including its Code of Conduct and Privacy Policy.

(ii) For the improper use of the Individual or Collective Use Licences granted by SB.

(iii) For non-payment of Membership Fees.

(iv) By the voluntary cancellation by the User of his or her Profile and User Account.

At the time of the cancellation of the Profiles and Accounts of the affected Individual Users or Organisations, as well as of their Members and possible Groups, due to the loss of validity of their Individual or Collective Use Licences, whatever the cause, the rights of access and use of the VicoBook Platform are lost simultaneously and immediately, regardless of whether the Membership Fee for the current month has been paid in full and without the right to a full or partial refund.

11. CO-CREATION OF INDEPENDENT, OWN AND ORIGINAL WORKS

11.1. METHODOLOGY

SB, through its VicoBook Platform, channels and guides all its Services, Contents or Resources so that its Users participate in a process of literary co-creation, based on a collaborative or collective multidisciplinary ecosystem, which promotes writing and reading, fostering multiple literacy in any language or dialect, creativity and teamwork in an inclusive environment.

This co-creation process takes the form of the collaborative or collective development of works or stories in any literary genre (novel, poetry, theatre, etc.) and category (drama, comedy, action, etc.), generating independent, original content of its own, following the basic methodology summarised below.

11.1.1. Synopsis

The Synopsis is the core element from which the work or story proposed by one or more Authors is developed, in which the plot to be developed is set out, identifying its genre and category, language, level of writing required, audience, etc., optionally accompanied by a video of an explanatory and/or informative nature.

11.1.2. Cowork Team - Roles & Characters

The Author(s) of the Synopsis identify the different Roles & Characters they consider necessary for the development of the work or story proposed in the Synopsis (Director, Scriptwriter, Narrator, Reviewer, Illustrator, Guest, Main Characters and Secondary Characters) with a description of their main characteristics, functions and objectives.

They also establish the requirements for access to these Roles & Characters (*invite, access by request, public access*) to be followed by the members of the Cowork Team in charge of the collaborative or collective development of the work or story, as well as the individual characteristics, aptitudes or skills that must be met in order to form part of it.

Any User can occupy one, several or all Roles & Characters simultaneously, as defined by the Author(s) of the Synopsis. In this way, the formation of homogeneous and flexible Cowork Teams is achieved.

The VicoBook Platform offers a set of default Roles available to its Users, as well as additional functionality to create and define new Characters and their characteristics, functions and objectives.

11.1.3. Cowork & Teams Chat

The Cowork Team has an interactive space called Cowork in which, using its various collaborative or collective editing functionalities, as well as a private Teams Chat, among other communication and notification tools, it allows its members, under the direction and coordination of the Author/s and/or the Director/s, to organise and coordinate themselves for the collaborative or collective development of the work or story.

11.1.4. Coread & Readers Chat

The Author or Authors of the Synopsis also have the possibility, if they so wish, of allowing the existence of Users who can follow the development of the work or story live by the Cowork Team, in an interactive space called Coread in which, using a Readers Chat, among other communication and notification tools, they can generate

debate, contributing their comments, opinions, ideas or suggestions on the work or story under development.

The Author(s) establishes the public or private nature of the Readers Chat, as well as the access requirements (*invite, access by request, public access*) and, if desired, the individual characteristics, skills or abilities of its members.

11.2. CO-AUTHORSHIP AND SOLE AUTHORSHIP

The exclusive literary co-creation methodology conceived by SB allows, therefore, VicoBook Platform Users to carry out the creative process of independent, own and original works or stories under any of the Co-authorship or Sole Authorship modalities described below, which they will be obliged to identify when they conceive and create their Synopsis in the Cowork, for the general knowledge of the VicoBook Community and for legal purposes.

11.2.0. Preliminary considerations

Independently of the basic information contained in this Section and that which the VicoBook Platform provides to its Users for their knowledge and acceptance, SB recommends and encourages the members of the Cowork Teams involved in the development of a Co-authored Work (in Collaboration or Collective) with a view to its future exploitation, dissemination or diffusion, to proceed to formalise a Co-authored Work Contract establishing the agreements and provisions that will regulate it.

In this regard, both case law and doctrine have established that what is relevant is not the name given to the Jointly Authored Work, but the specific reality applicable to each work, so it is essential to analyse in detail the elements that make up the Jointly Authored Work before being able to determine its classification as a Collaborative or Collective Work.

Consequently, the name given by SB to the different Roles offered by default on the VicoBook Platform does not in itself determine the qualification of the work or story as a Collaborative or Collective Work or a Single Authored Work, Therefore, VicoBook declines any responsibility derived from an incorrect qualification of the work or story or from any discrepancy or conflict arising between the members of the Cowork Team on the occasion of its qualification and, therefore, in relation to its authorship (copyright), intellectual property, moral rights, patrimonial rights, exploitation rights, among others.

However, SB makes available to its VicoBook Platform Users who are involved in the development of a Co-authored or Sole Authored Work its external legal team specialised in copyright and intellectual property advice, whose details are given in Section 18. The hiring of this service is always optional and voluntary and is not included in the Membership Fee.

11.2.1. Collaborative Work

For a Collaborative Work to exist, it is necessary that two or more Users agree on the decision to create a future work or story with certain characteristics, all of them becoming members of the Cowork Team, in such a way that they jointly hold the authorship of the work or story as a whole, provided that all of them make quantitatively and qualitatively substantial contributions, so that the part created by each member of the Cowork Team enjoys sufficient originality, without it being essential that the part created by each member can be dissociated from the part created by the rest, although this indissoluble character is usually common.

In the event that each contribution of each member of the Cowork Team can be dissociated, its individual creator may carry out a separate exploitation on the market of the part made by him/her, provided that this does not negatively affect the exploitation of the whole of the Collaborative Work.

Consequently, the creation of the Collaborative Work is here the unitary result of the quantitative and qualitatively substantial contributions of each member of the Cowork Team involved in its development and the intellectual property and exploitation rights belong to each of them in the proportion in which it has been agreed or, in the absence of an agreement, in equal parts. In this sense, each member of the Cowork Team can only transfer their intellectual property and exploitation rights to another natural or legal person on a non-exclusive basis and without the need for authorisation from the others. Under no circumstances may the intellectual property of any of the other members of the Cowork Team be transferred.

To this end, the VicoBook Platform provides for the possibility for the members of the Cowork Team, if they so wish, to agree and establish the proportion (percentage) attributable to each of them in terms of intellectual property and exploitation rights, as well as the possibility of assigning them or not to another natural or legal person and whether or not to carry out a separate exploitation of their individual contribution. SB recommends contacting its external legal team, whose details are given in Section 18, to receive specialised advice on copyright and intellectual property matters, as well as to draw up the relevant contracts in each case.

Any disclosure, transformation, modification or dissemination of the Collaborative Work will always require the unanimous consent of all members of the Cowork Team.

If any, in no case shall any contribution in the form of comments, opinions, ideas, suggestions, etc. by Coreaders who are members of Coread confer on them any expectation of authorship, intellectual property or exploitation rights of the Collaborative Work.

11.2.2. Collective Works

For a Collective Work to exist, a single User, known as the Coordinator, must take the decision to create a future work or story with certain characteristics and be the one to plan and coordinate its development under his initiative, as well as deciding the identity of the members of the Cowork Team, in such a way that each of them

individually holds the authorship of their specific contribution, as long as it is dissociable from the rest and has a sufficient level of originality to be considered as a work. In this sense, SB advises that the Roles of Author and Director be held simultaneously by the same User or Member, when a Collective Work is to be created.

The User (Coordinator) who has taken the decision to create, plan and coordinate a Collective Work under his/her initiative is the holder, unless otherwise agreed with the members of the Cowork Team, of the intellectual property and exploitation rights, being the one who edits and disseminates it under his/her name, being able to transfer them to another natural or legal person, even exclusively.

To this end, the VicoBook Platform provides for the possibility that the User (Coordinator) who has taken the decision to create, plan and coordinate a Collective Work under his initiative, if he so wishes, may agree and establish with the members of the Cowork Team the proportion (percentage) attributable to each of them in terms of intellectual property and exploitation rights, as well as the possibility of transferring them or not to another natural or legal person and whether or not to carry out a separate exploitation of their individual contribution. SB recommends contacting its external legal team, whose details are given in Section 18, to receive specialised advice on copyright and intellectual property matters, as well as to draw up the relevant contracts in each case.

However, in order for the Coordinator to be able to publish and disseminate the Collective Work under his name with full legal security, it is recommended that the members of the Cowork Team grant him exclusive rights of reproduction, distribution and, where appropriate, public communication and transformation, inherent to the publishing contract.

Any disclosure, transformation, modification or dissemination of the Collective Work shall always require the consent of the User (Coordinator).

If any, in no case shall any contribution in the form of comments, opinions, ideas, suggestions, etc. by Coreaders who are members of Coread confer on them any expectation of authorship, intellectual property or exploitation rights of the Collaborative Work.

11.2.3. Sole authorship

Although the entire methodological system conceived by SB is fundamentally oriented towards the process of literary co-creation, the flexibility and versatility of its design also allows the VicoBook Platform to be used in such a way that its Users can develop Single Authored works or stories.

In order for a Work of Sole Authorship to exist, it is necessary for a single User to take the decision to create a future work or story with certain characteristics and to be the one to plan and develop it completely individually, without there being, therefore, other members of the Cowork Team to whom the authorship of the work can be attributed, either as a whole or in any of its parts.

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Note that this does not prevent the existence of the Cowork Team itself, since the list of possible Roles that may constitute it allows for members who do not act directly on the development of the work or story, such as, among others, that of Guest.

If any, in no case shall contributions in the form of comments, opinions, ideas, suggestions, etc. by Coreaders who are members of Coread confer on them any expectation of authorship, intellectual property or exploitation rights of the Work of Unique Authorship.

11.3. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

The ownership of the Copyright and Intellectual Property Rights of the works or stories are, from the moment they are published in the Library of the VicoBook Platform, fully owned by the Users who have participated in the co-creation or creation of the work, depending on the type of Co-authorship (Collaborative Work or Collective Work) or Sole Authorship defined in the Synopsis, in the manner set out in Section 11.2 above.

Likewise, as established by Copyright legislation, the expression or physical or material representation of an idea is protected, so that, from the moment Users create the Synopsis of their work or story, this is already protected by Copyright and prevents other Users from developing works or stories that present a similar plot and/or narrative to the one published in the Synopsis, Any possible discrepancies or situations of conflict must be resolved, if a private, agreed and amicable solution is not reached between the parties, in a court of law or through the arbitration procedures to which the parties decide to submit themselves, if applicable.

Despite the fact that in most countries, and in accordance with the provisions of the Berne Convention, it is not compulsory to register finished works or stories in any kind of registry in order to hold the ownership of Copyright and Intellectual Property Rights, which is therefore obtained automatically, certain formalities may protect those Users who have co-created or created them against certain illicit uses (usurpation of authorship, plagiarism, etc.), such as their registration and deposit in the local copyright office of their respective countries, nations, states, regions or territories.), such as their registration and deposit with the local copyright office of their respective country, nation, state, region or territory.

The World Intellectual Property Organization (WIPO) Guide to Intellectual Property Offices can be accessed at <https://www.wipo.int/directory/es/urls.jsp> and its [wipo proof](#) service provides a digital time stamp applicable to any work or story to prove its existence at a given date and time, allowing its co-creators or creators to digitally register and certify their possession, as a complement to the voluntary copyright registration systems.

11.3.1. Copyright licensing

It is SB's will to protect the independent, own and original creations of the VicoBook Platform Users and to safeguard as far as possible their Copyrights, so SB has implemented the possibility for them to license the publication of their works or

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stories in the Library for the general knowledge of the VicoBook Community and for legal purposes, under the different Copyright Licensing modalities previously defined in the Synopsis and described below:

-Copyright

When a User has defined his work under the "all rights reserved" licence, this implies that any form of reproduction, distribution, public communication or transformation of his work may only be carried out with the authorisation of the owners, unless otherwise provided for by law.

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When a User has defined his work under the "some rights reserved" licence, this implies that he allows its full accessibility and free use of all its contents, and it may be copied, distributed, adapted, altered, translated, interpreted and exhibited in any way without infringing any Copyright, as well as exploited freely without authorisation by any natural or legal person, as long as the original co-authorship or authorship of its co-creators or creator is respected.

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g.- CC Zero (CCo)

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Platform, being identified in the Cocrete (Cowork and Coread) and in the Library, solely for the purposes of maintaining the ownership of their Copyright and Intellectual Property Rights, by means of their User Name and "Icon", even if their Profile and User Account have been cancelled.

Likewise, when an Organisation unsubscribes from the VicoBook Platform, which implies the simultaneous unsubscription of all its Members, it authorises SB to keep indefinitely, in its workspace of membership, all the information, comments, opinions, suggestions, images, illustrations, graphics, data, contents, interventions in works or stories (under any Role or Character) of any genre, category, nature or origin, that its Members have published or posted in the Home, Library, Cocrete, Cowork, Coread, Team's Chat, Reader's Chat, General Chat, etc. or in any other publication, communication and/or notification spaces or other present or future blogging tools existing on the VicoBook Platform.

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The types of content, works or stories (including their genres, categories and the like) and their synopses, details and descriptions are decided and published by the Users and are provided for information and/or guidance purposes only, and the User acknowledges and accepts that SB does not guarantee their accuracy.

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These terms and conditions shall be governed by and construed in accordance with European Union law and, in particular, Spanish law.

Any controversy arising from these General Conditions of Use, from the use of the VicoBook platform or from any matter related to the same, shall be resolved by the Courts of the city of Barcelona, these Courts being the only competent ones.

18. LEGAL CONSULTATIONS

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J AUSAS LEGAL Y TRIBUTARIO, SLP, located at Paseo de Gracia num. 103, 7th Floor - 08008 Barcelona, Tels. +34934150088, +34915757053, www.fieldfisherjausas.com (JAUSAS

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ANNEX I - Parental Consent and Authorisation Form

PARENTAL AUTHORISATION FOR REGISTRATION OF CHILDREN UNDER 16 ON THE VICOBOK PLATFORM OF STORY BUILD, LTD.

STORY BUILD, LTD, with Company Number SC659718 and registered office at 10 GENF Main Street Glasgow - Scotland G72 7 JH, **REQUIRES** that all users **UNDER THE AGE OF 16** have this **PARENTAL AUTHORISATION** in order to create and configure their account and access and use the services of the VicoBook Platform, as described in its Terms and Conditions, including its Code of Conduct, Privacy Policy and Cookies.

I, D/D^a. _____, of
legal age, with ID/Passport number _____, e-mail
_____, telephone _____ and address at
_____, in my capacity
as Legal Representative (father, mother or guardian) of the MINOR OF 16 YEARS OF AGE D/D^a.
_____,
with ID/Passport number _____ and date of birth
_____.

I AUTHORISE:

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I DO AUTHORISE the registration as a User of a MINOR UNDER 16 YEARS OF AGE on the VicoBook Platform so that he/she can create and configure his/her account and access and use its services as described in its Terms and Conditions, including its Code of Conduct, Privacy Policy and Cookies.

I DO NOT AUTHORISE the registration as a User of a MINOR UNDER 16 YEARS OF AGE on the VicoBook Platform.

In turn, I **DECLARE**:

1. That I am the parental guardian of the MINOR OF 16 YEARS OF AGE in my capacity of:

Father Mother Guardian

2. That in case of shared parental authority, I have informed the other Legal Representative of the MINOR UNDER 16 of the terms of this authorisation, having obtained his/her consent to sign it.

3. That I have read and understood the Terms and Conditions, including its Code of Conduct, Privacy Policy and Cookies of the VicoBook Platform.

4. **I CONSENT** to the processing of my own personal data provided in this document for the sole purpose of managing this authorisation.

Name, surname and signature:

Date: _____

Likewise, **STORY BUILD, LTD HEREBY GIVES YOU NOTICE** that:

- **STORY BUILD, LTD** is responsible for the processing of the personal data provided by you in your capacity as the Legal Representative of the MINOR UNDER 16, for the sole purpose of managing your authorisation.
- **STORY BUILD, LTD**, if it deems it appropriate, may ask you for a copy of your ID/Passport to confirm your identity, as well as a document that proves the parental authority of the MINOR UNDER 16 YEARS OF AGE.
- At any time, you have the right to ask **STORY BUILD, LTD** for access to your personal data, and for its rectification or erasure, or the restriction of its processing, or to object to its processing, as well as the right to the portability of your personal data. To this end, you can send an email to info@vicobook.com.
- You have the right at any time to revoke the authorisation and consent given herein, without this affecting the legitimate processing carried out up to that date. To this end, you can send an email to info@vicobook.com.

ANNEX II - Membership

Parameters		FREE TRAIL	COWORKER	
		Individual	Individual	Organisation
SPACES	Home	Yes	Yes	Yes
	Library	Yes	Yes	Yes
	Coread	Yes	Yes	Yes

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	Cowork	Yes	Yes	Yes
RIGHTS	Reading	Yes	Yes	Yes
	Collection	Yes	Yes	Yes
	Co-writing	Yes	Yes	Yes
ADDRESS	Indefinite		Yes	Yes
	Temporary	4 months, extendable		
SUBSCRIPTION	Free	0,00 €		
	Paid (1)			(2)
(1)	The Payment Subscription can be on a Monthly or Annual basis at the User's choice. The Annual Payment Subscription benefits from a bonus of (%).			
(2)	Paid Subscription for Organisations is established by Membership brackets, which may be based on the type of organisation, its geographical scope and/or its total number of members.			