

Royalty Portal - Terms and Conditions

1. Interpretation

- 1.1 “**Portal**” means the royalty portal operated by Macmillan Publishers International Limited available at <https://www.royalty-portal.com/macmillanuk/>.
- 1.2 “**We**”, “**us**” and “**our**” means Macmillan Publishers International Limited (trading as Pan Macmillan).
- 1.3 “**You**” and “**your**” means any organisation or individual who accesses the Portal, including Contracted Parties and Agents (as such terms are defined below).

2. Use of the Portal

- 2.1 The Portal is operated by Macmillan Publishers International Limited (trading as Pan Macmillan). Macmillan Publishers International Limited is a company registered in England. Its registered company number is 02063302 and its registered office is at: Cromwell Place, Hampshire International Business Park, Lime Tree Way, Basingstoke, Hampshire, RG24 8YJ.
- 2.2 By accessing the Portal, you confirm that you understand, accept, and agree to these terms and conditions (the “**Conditions**”) and that you are legally capable of doing so. If do not wish to be bound or if you are not certain you can comply with the Conditions, please do not access the Portal.
- 2.3 We may change these Conditions at any time by posting changes on the Pan Macmillan website (<https://trade.panmacmillan.com/stmt-portal-tandc>) without giving you notice, so please check them each time you visit the Portal. If you continue to use the Portal after we have posted any change to these Conditions, you will be agreeing to that change.
- 2.4 If you are an organisation, you undertake to ensure that all employees and other persons authorised by you to use the Portal do so in accordance with these Conditions. You acknowledge that you shall remain responsible and liable for the acts or omissions of all such users.

3. Purpose of the Portal

- 3.1 The Portal is for use by organisations, authors, illustrators or other persons who receive royalty statements and payments of royalties from Macmillan Publishers International Limited (“**Contracted Parties**”) as well as the authorised agents of such parties (“**Agents**”).
- 3.2 We have created the Portal as a convenient means for you to obtain royalty statements. The Portal is designed to enable you to view royalty statements and to download copies of them. No other use of the Portal is authorised, and you agree that you will not make or permit another to make any other use of the Portal.
- 3.3 Your use of the Portal is subject to any publishing or other agreements between you (or the Contracted Party for whom you act as Agent) and Macmillan Publishers International Limited (“**Publishing Terms**”). If these Conditions are inconsistent with any Publishing Terms, those Publishing Terms will take precedence and the Portal shall in no way operate to alter any Publishing Terms or the amount of royalties to which you (or the Contracted Party for whom you act as Agent) may be entitled.

- 3.4 You agree that being given access to royalty statements via the Portal fulfils any applicable obligation under the relevant Publishing Terms to render statements of account to you or to your Agent (as applicable).

4. Accuracy of Information

- 4.1 We undertake to ensure the accuracy of the royalty statements and account information made available via the Portal. If you believe that any royalty statements are inaccurate, the remedy shall be as set out in the applicable Publishing Terms.

5. Portal Use

- 5.1 You may view and download royalty statements from the Portal which you are authorised to access. You may not use, modify, copy, download, store, display, perform, distribute or publish any other part of the Portal without our prior consent.
- 5.2 You may not access or attempt to access any account on the Portal other than your own or that of a Contracted Party for whom you or your organisation is the authorised Agent.
- 5.3 You may not disassemble, decompile, or reverse engineer the Portal or any part of it, nor may you attempt to do so.
- 5.4 The Portal may not always be available. We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Portal, including, but not limited to, content, features or hours of availability. We may also impose limits on certain features of the Portal or restrict your access to part or all of the Portal for any or no reason without prior notice.
- 5.5 We do not undertake to keep or make available royalty statements or other information which has been made available on the Portal for any length of time, and may, at our discretion, edit, delete or remove such information without informing you (whether or not you are in breach of these Conditions). You are therefore advised to download copies of any royalty statements which you wish to keep.
- 5.6 We reserve the right to render royalty statements by means other than via the Portal including by post, email or by other means.

6. Security

- 6.1 Before you can have access to the Portal, you will be asked to register by setting up a user ID and password and may be asked to provide other login credentials ("**Login Information**"). You will need to supply your Login Information each time you log in to the Portal.
- 6.2 In the case of Agents, when you register for the Portal we may contact your agency to verify that you have authority to access the Portal.
- 6.3 Your registration for the Portal must be in your own, real, name, not under any false or assumed name and not with any other person's identity. You must not pretend to be a different person.
- 6.4 Only you may use your account. You must keep your Login Information secure and confidential and may not authorise anyone else to use it. You must ensure that your login details are not kept in any form (including by browser or any other software) such that anyone using the same device can go through the Portal security procedures using stored details.

- 6.5 We have the right to disable any account at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Conditions and we may suspend or change any password if there is a breach of security or misuse of the Portal, or if we suspect that this is the case.
- 6.6 If you are accessing the Portal in the capacity as an Agent you must inform us prior to leaving your current employment or appointment with your agency and provide us with the date on which you will cease your current employment or appointment so that your account can be disabled. You may not access or attempt to access your account on the Portal after you have left your employment or appointment.
- 6.7 You must contact us as soon as possible if you suspect misuse of your account or Login Information or become aware of any failure, malfunction or error affecting the Portal or any suspected breach of security. Please inform us using the contact details set out in Condition 13 below.
- 6.8 You must take all reasonable precautions to prevent use of the Portal by unauthorised persons and will be responsible for everything done using your Login Information.
- 6.9 By accessing the Portal you confirm that you have all necessary authorisations and permissions to do so, including the express authority of any Contracted Party for whom you or your organisation purports to act as Agent.
- 6.10 You must not try to circumvent the security features of the Portal, or tamper with, hack into, or in any other way disrupt or disable any computer system, server, router or other device used to host the Portal or make it available and must not submit, or create a link to, any file that contains any virus, corrupted data, Trojan Horse or anything else that might damage, destroy or render inaccessible any data or files on any computer.
- 6.11 We are not responsible for, and will have no liability for any loss or damage caused by access to the Portal without the requisite authority or permission or caused by a failure to comply with the security requirements set out in this Condition 6.

7. Data Protection

- 7.1 Please read our Privacy Notice (<https://www.panmacmillan.com/privacy-notice>) which will help you to understand how we use your personal data in connection with the Portal. We may change our Privacy Notice at any time without giving you notice, so please check this each time you visit the Portal.
- 7.2 Email addresses used to register for the Portal will not be used for marketing purposes.

8. Intellectual Property Rights

- 8.1 The Portal and its contents are protected by copyright, database rights, trademarks and other intellectual property rights. No right to use or licence of any of those intellectual property rights is granted except as provided for in these Conditions.
- 8.2 The Macmillan name and logos are registered trademarks and third party company names, product names, service names and logos referenced on the Portal, if any, may be the trademarks of their respective owners. You are not permitted to use any names or logos featured on the Portal without our approval, unless they are part of material you are using as permitted under these Conditions.
- 8.3 You may not remove, alter or obscure any copyright, trademark, or other proprietary rights notices on the Portal or on any material downloaded or printed from the Portal.

9. Third Party Links

- 9.1 If the Portal contains links to other sites and resources provided by third parties, such links are provided for your convenience only and their provision does not constitute an authorisation by us to you to access such third party sites, nor an endorsement of the content of such third party sites by us.
- 9.2 You acknowledge and accept that (i) we are not, and will not be held, responsible for any damages, loss, costs or expenses arising from the use of such third party sites or products or services available through such third party sites and (ii) the use of such third party sites is governed by the terms and conditions of use as applicable to such sites.
- 9.3 You should direct any concern about any other website to that site's administrator.

10. Rules about linking to our Portal

- 10.1 Our Portal must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 10.2 If you wish to link to or make any use of content on our Portal other than that set out above, please contact us using the contact details set out in Condition 13 below.

11. Our Liability

- 11.1 We accept no liability for the inability of anyone to access the Portal and we do not warrant that the Portal will operate without interruption or will always be available.
- 11.2 We are not responsible for, and will have no liability for, any error or corruption or breach of security resulting from the transmission of any information or material over any telecommunications network.
- 11.3 We further do not warrant that the Portal or the server from which it is run is free of viruses or other potentially harmful codes.
- 11.4 We do not exclude or limit our liability for death or personal injury caused by our negligence or for any fraud on our part, or for any liability that cannot be excluded by law.
- 11.5 Subject to Condition 11.4, we will not be liable for any indirect or consequential loss, or for any loss of business, profit, revenue or goodwill, loss or corruption of data, lost or wasted management time or the lost time of other employees arising from your use of the Portal, any information or material on it, or your inability to use it.
- 11.6 Except as expressly set out in these Conditions, all warranties, representations, terms, conditions and undertakings, whether implied by statute, common law, custom, trade usage, course of dealing or otherwise (including any implied warranty, representation, term, condition or undertaking of satisfactory quality or fitness for a particular purpose) are excluded to the fullest extent allowed by law.

12. General

- 12.1 No delay, neglect or forbearance on our part in enforcing any of these Conditions will be, or be deemed to be, a waiver; nor will it prejudice any of our rights.

- 12.2 If any of these Conditions is (for any reason) held to be unenforceable, illegal or in some other way invalid, the unenforceable, illegal or invalid provision will not affect the remainder of these Conditions; and they will continue in full force and effect.
- 12.3 These Conditions are governed by English Law and shall be deemed to have been made in England and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.
- 12.4 No addition to or modification of any provision of these Conditions that you propose will be binding on us unless made in writing and signed by our duly authorised representative.
- 12.5 These Conditions were last updated on 8 June 2021.

13. Contact Us

- 13.1 If you wish to raise any query, please contact: mpil.royalties@macmillan.com.