

TERMS AND CONDITIONS Legacy Book Services

We kindly request that you carefully review the Terms & Conditions and Privacy Policy for our legacy book services. Should you agree to these terms and conditions, thereby complying with the applicable laws, you are invited to proceed with using our website and services. Should you order any of our services, you agree to be bound by our terms and conditions. Conversely, if you do not concur with these terms, we respectfully ask that you refrain from utilising our services.

1. SCOPE OF SERVICE

The following Terms and Conditions apply to all services and business transactions between:

Dr. phil. Marianne Obi, hereinafter referred to as “Dr. Marianne Obi,” “We,” “Us” or “Our”

and

the Contracting party hereinafter referred to as either,

- a. the “Author,” who is the person the book is about, i.e. telling their own story,
or
- b. the “Contributor,” who is the person(s) supplying content by telling the story about someone,
or
- c. the “Customer,” who is the person making all payments for the legacy book, signing the documents and therefore holding full responsibility for the legacy book project from the client side.

Detailed information must be provided regarding a., b. and c. in the Author/Contributor/Customer consent form under separate cover.

2. PRIVATE PUBLICATION

The legacy books we produce and print at our respective partner printing company are for private circulation only to the contracting party. They are not for general publication, public sale or commercial use.

3. SERVICES RENDERED

- 3.1. We will only release work of the highest standard executed to the best of our knowledge. Our duty to the Author/Contributor/Customer is to help tell their story in the most authentic and honest manner with the information supplied to us voluntarily. This information is gathered from discussions, interviews, written documentation and photographs, plus any other form of material given to us.

To start the project, the Author/Contributor/Customer must understand the procedure and responsibilities they carry (e.g. content, timeline, availability, milestones, financials) for the individual package they have chosen; and all relevant documents have to be signed.

- 3.2. Dr. Marianne Obi reserves the right to:
- accept assignments she feels she can carry out and deliver to the best of her knowledge, with the highest standards and on time
 - decline working on any project of an unethical (such as lying, cheating, immoral, abusive behaviour), illegal or offensive nature (such as discrimination or harassment based on age, gender, sexual orientation, or race).
- 3.3. All corrections, amendments, edits may only be given by the Author/Contributor/Customer. No person who is not party to the agreement, hence, no third-party interference, will be allowed unless written consent is given by the Author/Contributor/Customer. Before printing, the Author/Contributor/Customer will give written consent for the printing to take place. Dr. Marianne Obi assumes no liability should the contracting party use the content for any other purpose.
- 3.4. Should the need arise, we have the right to co-operate with a sub-contractor we deem fit to work on the assignment. In this case, Dr. Marianne Obi remains the exclusive provider and the contractual partner of the Author/Contributor/Customer.
- 3.5. For complete transparency concerning Dr. Marianne Obi's professional contribution, it is required that the Author/Contributor/Customer acknowledges all finalised work which is published. Unless otherwise agreed upon, the name "Dr. phil. Marianne Obi" and the name of the chosen printing house shall be visibly indicated. Likewise, Dr. Marianne Obi may use the Author/Contributor/Customer's name in promotional material if agreed upon beforehand.
- 3.6. Although we take meticulous care not to overlook errors or typos, these do sometimes occur.
- 3.7. The Author/Contributor/Customer are required to check the accuracy of all facts and information, and to verify all stories supplied to us.

4. PROCEDURE: CONSULTATION, AGREEMENT

- 4.1. A free and non-binding 45-minute discovery session will take place between the two parties (in person, online remotely or by phone). The discussion will include the background idea and vision, target audience, purpose, approximate milestones and fees, plus all other necessary issues.
- 4.2. Based on the assessment, feedback & recommendation, Dr. Marianne Obi will provide either during/after the discovery session, or by email, a quotation (also free of charge and non-binding), which requires confirmation by the Author/Contributor/Customer.

- 4.3. The following documents will then be drawn up by Dr. Marianne Obi and presented at a kick-off meeting either in-person or online: 1. Personal data form, 2. Photo & video/audio consent form, 3. Author/Contributor/Customer consent form, 4. Book order & confirmation of specifications, 5. Confidentiality and non-disclosure agreement, and 6. Book production schedule (simplified).

These documents need to be signed and emailed back to us within 5 working days after the kick-off meeting in order for the whole project to commence.

Either side can withdraw from this initial agreement within 48 hours after which the contract immediately takes effect.

- 4.4. The Author/Contributor must be available for all scheduled interview dates and must also be easily available at all other times by phone or email in order to avoid delays during the entire project period. The Author/Contributor agrees to be recorded (video/audio) and photographed for the sole purpose of the project and for this footage to be used as source content for the book. Whenever deemed appropriate, a third party (family member, friend or confidant) may be present during the interview sessions.

Should the Author/Contributor have their own previously written material or manuscript, this can be used instead of or in addition to any new audio/visual footage made by us.

5. CONFIDENTIALITY, DATA PROTECTION

- 5.1. By taking up direct communication with Dr. Marianne Obi by telephone, email or via website contact form, the Author/Contributor/Customer warrants that the non-sensitive personal data they provide (name, telephone number, email address, contact address) is accurate and gives consent that it may be used for the following business transactions:

- to provide and operate services
- to process and store enquiries and make contact with you
- to deliver a personalised service-related proposal
- to draw up an individual agreement for a book project
- to maintain contact during the work process
- to invoice all delivered services.

- 5.2. All the data received will be handled with the utmost discretion and confidentiality. It will be kept secure from loss, misuse, unauthorised access, modification or disclosure for ten years. However, no responsibility can be taken for unauthorised or unintended access that is beyond our control.

- 5.3. Third parties will have no access to supplied information for sharing, viewing, buying, renting, advertising, social media or marketing purposes. Disclosure of personal information will only be released as permitted or required by law.
Please read our separate Privacy Policy for legacy book services.

- 5.4. The Author/Contributor/Customer is fully responsible for the factual accuracy and honesty of any information, plus all content or material in the book that is supplied to us. We do not carry out investigative, authentication or verification services and so we therefore rely on the fact that the approval and confirmation made by the Author/Contributor/Customer at the time of signing are true and correct.

6. DELIVERY

- 6.1. Dr. Marianne Obi will perform to the best quality standards and deliver the final project within the mutually agreed upon time frame and destination. On completion of the project, and once all fees have been paid in full, the agreed number of books will be delivered to the contracting party in the UK or EU, or elsewhere at an extra cost if pre-arranged. If extra copies are added to the original number ordered, an additional fee to be determined and announced beforehand, will be charged.

Should any delay in delivery occur due to problems with printing or postage, the contracting party will immediately be informed, and alternative arrangements made.

- 6.2. The Author/Contributor/Customer will send all documentation plus photographs and any other supporting material required for the project preferably by electronic mail at the start of the project so all milestones and the final deadline can be kept unless otherwise stipulated.

Documentation can be sent by email/online services, or by registered/express mail, or local/international courier with the Author/Contributor/Customer bearing all costs plus the risk of loss or damage of each postal or courier delivery.

Any delay in delivering such supporting material necessary for the assignment, will in turn cause a delay in the completion of the project and will call for a natural postponement of all milestones. The Author/Contributor/Customer holds responsibility for any inconveniences on their side.

- 6.3. All supporting private material provided by the Author/Contributor/Customer shall remain with Dr. Marianne Obi for her perusal and then returned to the Author/Contributor/Customer, again at their own expense and risk, unless otherwise agreed upon. It shall be kept safely and not disclosed to third parties.

All other material needed to carry out an assignment created by us and not mentioned in the agreement, e.g. software, original interview notes and audio/visual recordings shall remain the property of Dr. Marianne Obi once the assignment has been completed.

7. FORCE MAJEURE

- 7.1. Force majeure shall mean all unavoidable and unforeseeable events, in particular, natural disasters, terminal illness, technical problems, serious internet host/provider problems, civil war, labour conflicts.

7.2. Both parties shall notify the other immediately if any circumstances beyond their control or such case of majeure should come into effect. Both parties are entitled to withdraw from the agreement in writing should such instance take place.

7.3. Alternative or modified solutions may be taken into consideration: Dr. Marianne Obi can immediately arrange a new date of delivery or provide a qualified sub-contractor to finish working on the assignment. The Author/Contributor/Customer shall compensate Dr. Marianne Obi for all services rendered up to such time.

8. COPYRIGHT, INTELLECTUAL PROPERTY

8.1. Upon complete payment of all fees owed to Dr. Marianne Obi, full copyright ownership of the contents of the printed books lies solely with the Author/Contributor/Customer.

8.2. Dr. Marianne Obi retains ownership of the book concept, methodology, format, design and layout plus all other work material like papers, interview logs, notes, audio and video recordings and intellectual property originating from preparing, working on and writing the legacy book. We shall keep this information securely and not disclose or reproduce it in any way, unless prior written permission is granted by the Author.

8.3. We will keep one copy of the printed legacy book for reference purposes only.

9. LIMITATION, EXCLUSION OF LIABILITY

9.1. The Author/Contributor/Customer retains the right to distribute their legacy book both in electronic and in print form to whomever they decide. They assume full responsibility for the creation, content and publication of the legacy book and furthermore, take full liability for any form of (direct, indirect, incidental, punitive or consequential) loss or damage, defamation or complaints caused by or resulting from the contents of the book should a third party take up action.

The Author/Contributor/Customer agree to indemnify and hold Dr. Marianne Obi and our associates harmless from and against any and all claims, disputes, costs, expenses, actions, losses or liabilities from third parties as a result of undertaking the book project and/or compiling, recording, printing or delivering the book including but not limited to the copyrights, intellectual property rights or any other types of rights regarding the creation, contents or publication of the legacy book.

The Author/Contributor/Customer agree to notify Dr. Marianne Obi immediately if they are aware of such intent or proceedings, and to take care of the matter at their own expense. If such incident takes place, we shall defend ourselves with our own chosen legal representative subject to Author/Contributor/Customer's indemnity of our legal expenses under this Clause 9.1.

9.2. Dr. Marianne Obi shall be liable to the Author/Contributor/Customer for any valuable manuscripts, original documents and the like provided by the Author/Contributor/Customer and shall act as a custodian for the required period

needed for the project. Clause 6.2. shall apply for the return of the documents. There is no obligation to take out insurance coverage for same unless otherwise discussed.

- 9.3. Dr. Marianne Obi does not hold liability for data which fall into the hands of third parties unlawfully through postal or electronic means, or which show deficits or impairment after transmission (virus, damage of documents & files, breach of secrecy). Electronic or postal transmission is at the contracting party's own risk.

10. CLAIMS

- 10.1. All compensation claims towards Dr. Marianne Obi or an appointed sub-contractor arising out of or in connection with the book project are excluded, except if damages are based on gross intent or culpable negligence. Alleged claims for failure of performance, loss of profits, consequential damage or deficiencies are excluded.
- 10.2. The maximum amount of pecuniary damage Dr. Marianne Obi shall be liable for will not exceed the total amount of EUR 1,000 (one thousand) unless provided for otherwise by the law.

11. FEES

- 11.1. All four book packages are subject to different rates. The rates for all services provided by Dr. Marianne Obi will be itemised in a separate Fee Policy and made available to the Author/Contributor/Customer during consultation. An individualised estimation for the respective book project will be made in writing as a non-binding follow-up proposal.
- 11.2. If a miscalculation should occur, and costs exceed over the originally agreed quotation, the Author/Contributor/Customer will be informed immediately or as agreed upon. These extra rates shall be accepted by the Author/Contributor/Customer after detailed explanation; the original agreement may be adjusted accordingly.
- 11.3. Any additional interviews/meetings, pages, photographs, or travel and research costs, etc. exceeding the original chosen package, will incur extra costs, as will new project milestones. Revised cost calculations during a project will be discussed prior to them being charged. Alterations and additional assignments at agreed prices can be annexed to the original agreement accordingly.
- 11.4. Project packages might be eligible for special discounts, like introductory rates. These terms shall be arranged before the assignment starts.
- 11.5. The amount of 20% VAT will not be charged to any book project until further notice.

12. PAYMENT

- 12.1. Dr. Marianne Obi shall be given the opportunity to make corrections to any quotation, order form or invoice that contains human errors.

Immediately upon receipt of our invoice, each payment shall be made in cash (EUR) or in the form of a EURO bank transfer by the contracting party. All bank charges, tariffs and intermediary handling fees will be borne by the contracting party.

- 12.2. Payment can be made in full, or a payment plan can be drawn up. The plan consists of an initial deposit of 25% to be made after the kick-off or the book order confirmation meeting, plus two to three periodic instalments during the course of the project (depending on the total number of interviews) as pre-arranged. Work continues after each instalment has been paid. All payments must be finalised before printing. Other options can be taken into consideration.

All payments should be made immediately upon receipt of the invoice by email in order to avoid a penalty.

Late payment (exceeding 7 working days from date of receipt of invoice by email) will result in the issuance of the first reminder. A second reminder (5 working days later) will result in an additional administrative fee of 5% of the original invoice amount, unless otherwise arranged upon beforehand.

If the contracting party fails to make any payment after the second reminder, Dr. Marianne Obi reserves the right to discontinue working on the respective book project till all outstanding balances have been fully paid. This will cause delays and complications to the project. Neither the books nor the copyright will change ownership till full payment by the contracting party has taken place. The contracting party can make no legal claims.

13. CONFORMITY AND DELIVERY

- 13.1. The respective printing company we choose to work with to produce the books ordered by the contracting party is a reputable company. The books will be printed using high quality standards as per all the specifications chosen, agreed upon and approved of by the contracting party.
- 13.2. As soon as the printing is complete, the printing house will have the books delivered to the address the contracting party provided in the UK or the EU, or elsewhere if so pre-arranged. If the books cannot be delivered accordingly at the agreed upon delivery address on the day of notification by the delivery agent, the contracting party will then be solely responsible for any extra charges for redelivery, for collection, or for the loss or damage of the books.

14. REFUNDS, SUSPENSION, CANCELLATION

- 14.1. The initial downpayment (minus a 15% administration charge) is refundable – no questions asked – for either 14 days or up until the first interview takes place, whichever occurs first. All following payments and instalments are non-refundable.

Therefore, should the contracting party decide not to continue with our services, and qualify for a refund of the downpayment, the amount of the deposit minus a 15%

administration fee will be returned as quickly as possible using the same channel as your payment.

- 14.2. Once the project has started (i.e. with interview #1), should the contracting party delay the progress of the project for other reasons apart from force majeure in Clause 7, then a penalty fee of 10% of the total package fee will be charged per calendar month for the extension period of idle waiting.

Should the contracting party be unavailable for more than 30 days, with no indication as to when the project shall continue, we have the right to suspend and/or cancel the project and charge any outstanding fees.

- 14.3. Should the contracting party rescind from the original agreement (e.g. due to exceptional circumstances) during the project, all work already undertaken and completed by Dr. Marianne Obi up to that date must be paid for in full. The contracting party shall not withhold or offset agreed payments.

Outstanding contractual instalments for work not yet performed may be taken into consideration and charged an administration fee of 20% plus all incurred expenses.

15. DISCRETION AND CONFIDENTIALITY

Both Dr. Marianne Obi and any sub-contractor working on her behalf, undertake to observe the strictest confidentiality concerning the nature and content of the legacy book.

16. INFORMATION ABOUT US

Dr. Marianne Obi is based in Vienna, Austria and operates the website www.marianneobi.com.

Any concerns about the contents of this website should be directed to us immediately at the contact details provided below.

17. FINAL TERMS

- 17.1. Dr. Marianne Obi reserves the right to alter, amend or expand these Terms and Conditions for legacy book services as seen fit.
- 17.2. Any changes and/or additions to these Terms & Conditions and any other agreements between the contracting party and Dr. Marianne Obi shall be made in written form and signed at any time. Making use of our services after changes have been made indicates your acceptance of our Terms & Conditions.
- 17.3. We request that all forms of communication with us are respectful at all times. We reserve the right to cancel a project with immediate effect should bullying, abuse, violent, illegal or harassing behaviour, threats or humiliation occur in whatever form or manner whether in person, in writing, in recordings, or in phone calls. No refund will be given.

- 17.4. If you are in any way not satisfied with our services, please contact us immediately so that we can rectify or remedy the issue. Your feedback is important to us.
- 17.5. The actual agreement/contract signed between the two parties is personal to the contracting party who may not assign or transfer their rights or obligations without our prior knowledge and agreement that the new party accepts commensurate responsibilities.
- 18. SEVERABILITY CLAUSE**
- 18.1. Should one or several provisions contained in these Terms & Conditions be or become illegal, unenforceable or invalid, they will be deleted. This shall not affect the validity of the remaining provisions.
- 18.2. Both parties shall replace the invalid provision by a valid provision coming closest to the economic result and/or the intended purpose of the invalid provision.
- 19. PLACE OF JURISDICTION**
- These Terms & Conditions shall exclusively be governed by Austrian law. The place of jurisdiction is Vienna, Austria.

Last update: 01.04.2025