

# Duosuma Account Terms of Service

## Your Acceptance of the TOS

Duosuma is an integrated Submission Manager service designed by Duotrope to help publishing projects and literary agents receive, manage, and respond to submissions ("Services"). The Terms of Service ("TOS") governs Your access to and use of Duosuma Services and becomes effective when You submit Your request for a Duosuma Account to Duotrope and are granted a non-transferable, non-exclusive rights to use the Services. By using the Services, you are agreeing to be bound and abide by the TOS. You should read the TOS carefully before You become an "Account Owner" and begin using the Services. If You don't want to be bound by the TOS, You should not request a Duosuma Account or begin using the Services. By requesting a Duosuma Account and using the Services, You represent and warrant that You have read, understood, and agree to be bound by the TOS. If You agree to this TOS on behalf of a company, organization, or other entity, You represent that You have the authority to bind the entity to this TOS. If You don't meet these requirements, You must not request an Account or access or use the Services.

## Definitions of Terms

Various terms are defined throughout this TOS and below are some additional definitions:

**"Duosuma Team"** means the Account Owner and the Account Owner's designated employees, consultants, contractors, and agents who are authorized to access the Duosuma Account and use the Services; each individual on the Duosuma Team is a "Duosuma Team Member."

**"Services"** means Duosuma Submission Manager services, which can be accessed through Duotrope's website by Duotrope Account Owners and Your selected Team Members. Services includes all Services-related software, text, images, sounds, video, data, reports, and future features or content.

**"Account Owner"** means the entity legally and financially responsible for the Duosuma Account. The person who requests and sets up the Account on behalf of the entity will have full administrative control over that Account. The Account Owner's login information cannot be shared with other Team Members.

**"Submitter"** means a person who makes a Submission to the Project through Duosuma. Each Submitter is required to have a Duotrope Account but need not have a Duotrope Subscription.

**"Submission"** means a piece, or group of pieces, submitted to a "Submission Call."

"**Credit**" is the billing unit Duotrope uses to calculate the monthly fees for Your use of Duosuma Submission Manager Services based the number of Submissions You receive in response to Submission Calls.

## **Requirements for Access to and Use of Your Duosuma Account**

To be a Duosuma Account Owner, You must have an active (or fledgling) listing on Duotrope that's in good standing and in compliance with Duotrope's TOS. To create and obtain access to the Duosuma Account, the Account Owner and each Duosuma Team Member is required to have his or her own, individual Duotrope Account, which can be easily acquired at no charge (a paid Duotrope *Subscription* is not required). No Duosuma Team Member may access the Duosuma Account or use the Services except by logging into his or her own Duotrope Account, which means that access to the Duosuma Account and use of the Services is at all times subject to the Duotrope Account [Terms of Use](#). Your Duosuma Account and the Team Members' rights to access the Duosuma Account and use the Services cannot be transferred except to another Team Member.

## **Project Submission Calls**

Duosuma's Services enable an Account Owner to solicit, collect, and review Submissions to one or more "Projects." An Account can have multiple "Projects." Duotrope separately lists journals, contests, publishing presses, and agents; Account Owners should ensure that all Duosuma Projects follow that same pattern. You agree to act in good faith and adhere to Your policies and promises as stated in Your Submission Call, including refunding fees, if applicable.

## **Duosuma Submission Files and Links**

Each Submission can have one or more Files that are uploaded to Duosuma servers and automatically checked for viruses. If Your Submission Call permits, a Submitter can submit a Link to a file on another website or file-sharing service, instead of uploading the File through Duosuma. Note that Duosuma cannot perform a virus check on Files that are not uploaded through Duosuma. Due to the ever-evolving nature of technology and security and the constant emergence of new threats, Duotrope cannot and does not guaranty that its virus checking protocol is infallible. Duotrope strongly recommends that Account Owners implement additional virus protection measures on the receiving computers and devices.

## **Your Duosuma Submission Responses**

Whenever a Team Member communicates with a Submitter about a Submission through Duosuma, that's a "Response." Some Responses are automatic; for example, acknowledgement of receipt of a Submission or sending a receipt for a Submission Fee or Tip Jar payment. Some Responses can use Response Templates that have placeholder text that gets filled in with relevant details. Templated Responses can be sent individually or in bulk. Others are manually entered by a Team Member (who has permission to Accept/Decline and Respond). In any case, the Responses are sent by email on behalf of the Project and logged to both the Duosuma Account and the

Submitter's Duotrope Account. Duotrope may add an explanatory header and/or footer to every email sent on behalf of Account Holder to Submitters via the Duosuma Services.

### **Submitters' Privacy & Protection**

Account Owners are not permitted to add a Submitter to any mailing list or sell or share contact information obtained through Duosuma without the Submitter's explicit permission. Ever. Full stop. Account Owners must make efforts to protect all Submissions from being published or made publicly available without explicit permission from the Submitter.

### **Restrictions on Access to and Use of Your Duosuma Account**

The Duosuma Account Owner and Team Members are not permitted to use the Services for any purposes beyond the scope of the Services or the access granted in this TOS. Nothing in this TOS grants the Duosuma Account Owner, any Team Member, or any third party any intellectual property rights or interest in or to Duosuma or Duotrope Intellectual Property. No Duosuma Account Owner or Team Member shall use the Services in a way that violates any intellectual property right or other right of Duotrope, Duosuma, or any other entity or person or in a way that violates any applicable laws. Your Duosuma Account is not a storefront and any use of the Services for the purpose of selling physical or digital products or services, including but not limited to paid editing services and/or self-publishing services, is a violation of this TOS. You and your Team Members may not attempt to manipulate the submission statistics on Duotrope's publisher/agent listings in any way.

### **Submission Fees Charged by You and Paid by Submitters**

Account Owners may charge a Submitters a "Submission Fee" and/or allow voluntary "Tip Jar Payments" by setting up an account with the online payment processor, Stripe ([stripe.com](https://stripe.com)). Submission Fees and Tip Jar Payments will go straight to Your Stripe account; Duotrope never receives any portion of those payments. Account Owners are required to create their own Stripe account and are solely responsible for any processing fees charged by Stripe as well as any complaints, chargebacks, or payment disputes. Duosuma gives you the ability to include Your own short Refund Policy on the form where fees or tips are paid and on the Submitters' receipts. Account Owners may not solicit payment or payment information from Submitters and in any way other than by utilizing Stripe and may not create custom form field entries requesting credit card or other payment information from Submitters. Any violation of this paragraph may result in termination of the Duosuma Account. You are solely responsible for any taxes or other charges imposed by any governmental or regulatory authority on any amounts collected from Submitters.

## **Submission Manager Fees Paid by You to Duotrope**

Duotrope does not take any commission from any Submission Fees or Tip Jar Payments the Submitters pay to You. Instead, Duotrope uses a billing unit, a "Credit," to bill for Submission Manager Services based on the actual number of Submissions You receive. Each free or Tip Jar Submission is charged as 1 Credit; a single, fee-based Submission is charged as 4 Credits. Accounts are billed monthly at the rate of USD \$0.18 per Credit. (For rates in currencies other than USD, [click here](#).) Account Owners may purchase block of Credits, in multiples of 100, and Credits do not expire. Credits are "charged" against the Account when a Submission is finalized and sent to the Account. Incomplete Submissions will not be charged, but once a Submission has been sent to the Account, it will be charged at that time and will remain counted even if the Submitter chooses to withdraw the Submission or delete their Duotrope account at a later date.

## **Tracking Duosuma Credits**

The Account's Billing Management page displays the number of Credits used or Credits remaining, as applicable. Provided the Account is in good standing, Your Project will remain open and accessible to Your Duosuma Team Members even after You are no longer actively accepting Submissions. Any question or dispute regarding an invoice of Credit charge must be brought to Duotrope's attention no later than 30 days after the invoice or Credit charge was posted to the Account.

## **Late Payments / Suspended Accounts**

When an invoice is posted, the Account Owner will receive notice and several reminders with clear instructions on how to pay. If an invoice is not paid within **7 days**, all of the Account Owner's open Submission Calls will be closed. You will still be able to access existing Submissions and manage Your Account, but if an invoice isn't paid within **14 days**, the Account will be suspended, and You will not be able to access Your Account until all outstanding invoices have been paid.

## **Account Cancellation**

You can cancel Your Duosuma Account via the Billing Management webpage at any time. Upon cancellation, the Account Owner will be billed immediately for any existing balance and Team Members will no longer receive submissions or be able to manage the Account. There is no refund for any prepurchased Credits, but those Credits remain on your Account and never expire. Provided there are no outstanding invoices, You can reinstate Your account at any time.

## **Account Suspension or Termination**

Duotrope reserves the right to suspend or terminate Your Duosuma Account or deny any Duosuma Team Member's access to the Account and the Services if the Account Owner no longer qualifies for a Duotrope listing or if any Duosuma Team Member (a) participates in any fraudulent, misleading, or unlawful activity relating to the use of the Services or (b) fails to comply with any material term of this TOS, accesses or uses the

Services in an unauthorized way or for a purpose that does not comply with any material Duosuma or Duotrope instructions or requirements. Duotrope reserves the right to suspend Your Account if Your primary publication or main Project primary no longer qualifies for a Duotrope listing.

### **Changes to Submission Manager Services**

Duotrope reserves the right, in its sole discretion, to make any changes to the Services and Duosuma IP that it deems necessary or useful to maintain or enhance the quality and efficiency of the Services or to comply with applicable law.

### **Account Owner Data**

Duotrope collects data about Account Owners when Your Account is created for the purpose of providing the Services, but Account Owner Data is not disclosed to any third party except as may be required by law. Duotrope will retain Account Owner Data unless You request that it be removed or if removal is required by applicable law. Note that even after your Account is deleted, Duotrope may retain some Personal Data in accordance with applicable law, including for various legal, operational, account, and auditing purposes.

### **Duotrope's Access to Your Account**

Duotrope has the right, but not the obligation, to monitor Your use of the Services or Account Owner Data to determine Your compliance with this TOS, for technical support at Your request, and as may be required by law. Duotrope may log some Team Member activity and compile public lists of active Projects and Submission Calls. Account Owner agrees that Duotrope may use and/or make such Compiled Data publicly available in compliance with applicable law.

### **Data Transmission and Storage**

Duotrope uses third parties for hosting and other services and reserves the right to change providers. However, Duotrope represents and warrants that it will store all Account Owner Data in the United States, except that Duotrope will not be responsible for any third party's (including a Submitter's) storage, transmission, transportation, use, or access of Account Owner Data outside the United States unless such storage transmission, transportation, use, or access resulted from the negligence or wrongful acts or omissions of Duotrope. Account Owner acknowledges and agrees that Your use of the Services involves transmissions of data, including Account Owner Data, over various networks; that some data may be modified to conform and adapt to technical requirements; and that transmission to Duotrope's third-party vendors and hosting partners is a necessary component of the provision and use of the Duosuma Services.

### **Duosuma Security**

Your use of the Duosuma Services does not replace Your need to back up Your data regularly or create appropriate data archives. Duotrope has no obligation or liability for any loss, damage, corruption, or recovery of Account Owner Data beyond those

expressly stated in this TOS. Duotrope shall comply with applicable laws in its creation, collection, receipt, access, use, storage, disposal, and disclosure of Account Owner Data and shall only process or disclose Account Owner Data in accordance with this TOS and Duotrope's [Privacy Policy](#). Duotrope shall implement and maintain appropriate measures to safeguard Account Owner Data against unauthorized access or distribution, accidental loss, or damage and will promptly notify Account Owner of any unauthorized access to or disclosure of Account Owner Data.

## **Confidentiality and Data Usage**

Unless the communication is necessary to fulfill obligations under this TOS, Duotrope and the Account Owner both agree to keep in confidence and to refrain from disclosing any information, documents, or materials that could reasonably be considered confidential regarding methods of business, products, intellectual property, and other business-sensitive information. An exception is made in the event disclosure is required by court order or to comply with any applicable law.

## **Intellectual Property (IP) Ownership**

Duotrope owns all right, title, and interest, including all intellectual property rights, in and to Duotrope's IP. Account Owner owns all right, title, and interest, including all intellectual property rights, in and to the Account Owner's Data. Account Owner grants Duotrope a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use the Account Owner Data as is necessary for Duotrope to provide its Services to Account Owner. Account Owner further grants Duotrope a perpetual, irrevocable, and royalty-free license to use and incorporate any suggestion or feedback Account Owner or any Team Member offers relating to the Services. As between Duotrope, the Account Owner, and/or the Submitter, the Submitter retains exclusive rights to its right, title, and interest in and to all Submitter Data, including Submitter's IP. Duotrope will comply at all times with its obligations under the Digital Millennium Copyright Act of 1998 ("DMCA").

## **Account Owner Responsibilities**

Account Owner is responsible for all uses of the Services resulting from access provided by Account Owner and is, further, responsible for all acts and omissions of its Duosuma Team Members. Account Owner agrees to make all Duosuma Team Members aware of the provisions of this TOS that apply to such Team Member's use of the Services and shall require all Team Members to comply with such provisions. Account Owner has and will retain sole responsibility for all Account Owner Data and the security and use of Account Owner's and its Duosuma Team Members' Account access credentials. Account Owner shall employ all safeguards necessary to protect against any unauthorized access to or use of the Services. Account Owner and Team Members are not permitted duplicate or commercially exploit the Duotrope or Duosuma trademarks or the Services in any way and must not attempt to reverse engineer Duotrope's website and the Duosuma Services. By using the Services, You agree not to attempt to gain unauthorized access to all or any part of the Duotrope or Duosuma software or to the systems on which the software is stored. Account Owner

shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Account Owner Data outside the US.

### **Indemnification**

Account Owner hereby agrees to indemnify Duotrope as well as any Duotrope directors, employees, and contractors for any losses, costs, expenses, charges, damages, proceedings, and claims that Duotrope may be subjected to as a consequence of your use of the Duosuma Services, or in case of a breach of this Agreement.

### **Duotrope's Representations, Warranties, and Covenants**

Duotrope represents, warrants, and covenants that it will perform the Duosuma Services using personnel with the required skill and experience and in a professional and workmanlike manner consistent with industry standards and will devote adequate resources to meet its obligations under this TOS. Duotrope represents and warrants that (a) it will use industry standard procedures to protect and deny unauthorized access or use or corruption, deletion, or loss of Account Owner Data; (b) it will use commercially best efforts to make the Services available 24 hours a day, 7 days a week, aside from temporary unavailability for scheduled maintenance or for unscheduled emergency maintenance or due to causes beyond Duotrope's control; (c) it shall use reasonable efforts to provide advance notice of any scheduled service disruption; and (d) the Duosuma Services, now and with respect to any future upgrades, will function as described in the [Duosuma Overview for Publishers & Agents](#) and this TOS. Account Owner's sole and exclusive remedy for the breach of any warranty shall be Duotrope's obligation to use commercially best efforts to correct errors or make modifications to achieve the material functionality within a reasonable period of time.

### **Limitation of Liability and Disclaimer of Warranties**

**The content of the Duotrope website and the Duosuma Services are provided without any guarantees, conditions and warranties as to its contents and accuracy. Duotrope shall not, in any event, be liable to the Account Owner or any third party for any incidental, special, indirect, consequential, punitive or exemplary damages arising out of or related to use of the Services, the inability to use the Services, or from any errors. By using the Services, You expressly agree that Your use of the Services is at your sole risk. The Services are provided as-is. Duotrope gives no warranty that the Services will be uninterrupted, secure, timely, or virus free. Duotrope shall not be liable for any damages to your computer or other devices resulting from downloads or the use of the Services. The Account Owner will be liable for the content created and managed by You through Your use of the Services. You agree that all content accessed by you using the**

**Services is accessed at your own risk, and You will be solely responsible for any resulting damage or loss to You or any other party.**

### **Changes to this TOS**

Duotrope may unilaterally change this TOS from time to time by providing notice to Account Owners and posting the updated TOS on its website. The revised terms and conditions will become effective thirty (30) days after any modified TOS is posted. Use of or access to the Services constitutes acceptance of the revised terms and conditions.

### **Conflicts**

To the extent there may be any conflict or ambiguity as between any provision contained in this Terms of Service, governing Duosuma Account Owners' access to and use of Duosuma Services, and any provision contained in Duotrope's Terms of Use, governing Duotrope Subscriptions and general site usage, the provision in this Terms of Service shall govern.

### **Governing Law, Venue, and Jurisdiction**

This TOS is governed by and construed in accordance with the internal laws of the State of New Mexico without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New Mexico. Any legal suit, action, or proceeding arising out of or related to this TOS or the licenses granted under this TOS will be instituted exclusively in the federal courts of the United States or the courts of the State of New Mexico in each case located in the city of Albuquerque and County of Bernalillo, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

### **Attorneys' Fees**

In the event that any action is instituted or commenced by either party against the other party arising out of or related to this TOS, the substantially prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

**BY USING THE SERVICES OR BY SUBMITTING THE AGREEMENT  
FORM, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY  
THIS TOS.**