

Tourispeak – Publishing Terms and Conditions

Last Updated: 16 November 2025

1. INTRODUCTION

Welcome to **Tourispeak**, a digital publishing platform operated by **Contact Center Development Services S.A.R.L.** (“CCDS”, “we”, “us”, or “our”).

These Publishing Terms (“Agreement”) set out the terms under which content creators (“Publishers”, “Guides”, or “you”) may create, upload, and distribute their **audio tours** (“Content”) via Tourispeak’s website <https://www.tourispeak.com> and related mobile applications (collectively, “the Platform”).

By submitting your Content to Tourispeak, you acknowledge that you have read, understood, and agreed to be bound by these Terms.

If you represent a company or organization, you confirm that you have authority to enter into this Agreement on its behalf.

2. DISTRIBUTION RIGHTS

2.1 You grant Tourispeak a **worldwide, non-exclusive, royalty-bearing license** to host, market, distribute, and sell your Content in digital form, directly or through authorized third-party platforms (e.g., App Store, Google Play, or distribution partners).

2.2 The license includes the right to:

- Store, index, and convert your Content to appropriate digital formats;
- Make the Content available for streaming or download by users;
- Promote, advertise, and feature the Content through Tourispeak’s website, social channels, or affiliated marketing partners;
- Use your name, profile, and logo in connection with the promotion and sale of your Content; and
- Allow end-users perpetual access to purchased Tours, even after termination of this Agreement.

2.3 You retain all intellectual property rights in your Content. Tourispeak acts solely as a distributor and does not claim ownership of your material.

2.4 For Content that has been **professionally edited or co-produced by Tourispeak**, you grant Tourispeak a **three-year exclusive distribution right**, after which the license becomes non-exclusive.

3. ACCOUNT REGISTRATION AND SECURITY

3.1 You must be of legal age to publish on the Platform. For minors, a parent or guardian may register and manage the account on their behalf.

3.2 You agree to provide accurate, current, and complete information during registration and to maintain and promptly update your details.

3.3 You are solely responsible for maintaining the confidentiality of your login credentials and for all activities under your account.

3.4 Tourispeak may suspend or terminate your account if it detects fraudulent activity or breach of these Terms.

4. SUBMISSION AND REVIEW OF CONTENT

4.1 All Content must be submitted in the digital format specified by Tourispeak. Files will not be returned once submitted.

4.2 Tourispeak reserves the right to review, edit, or request modifications to ensure compliance with quality, legal, and safety standards.

4.3 Tourispeak may reject or remove any Content that:

- Contains inaccurate, defamatory, or illegal material;
- Violates third-party intellectual property rights;
- Promotes discrimination, violence, or hate speech;
- May endanger users following your route or instructions.

4.4 Tourispeak may include your Content in promotional campaigns or collections. You may opt out of such programs by written notice.

5. CONTENT OWNERSHIP AND RESPONSIBILITY

5.1 You are solely responsible for the accuracy, originality, and lawfulness of your Content.

5.2 You confirm that you own or have obtained all necessary rights, licenses, and permissions to grant Tourispeak the rights described in this Agreement.

5.3 You must ensure your Content is safe for users (e.g., recommended walking routes or destinations do not pose safety risks).

6. PRICING

6.1 You may set your own list price (“List Price”) for each Tour within the price range allowed on the Platform.

6.2 Prices exclude applicable taxes and fees and may be displayed in different currencies based on exchange rates.

6.3 Tourispeak may offer discounts, bundles, or promotions. In such cases, royalties will be calculated on the **actual sale price** received by Tourispeak.

7. ROYALTIES, PAYMENTS, AND TAXES

7.1 **Royalty Rate:** Tourispeak will pay you **50 %** of the net revenue (after deduction of app-store fees, payment-processing costs, and applicable taxes) from each sale of your Tour.

7.2 **Payment Schedule:** Royalties are paid monthly, provided your accumulated balance exceeds **US \$50** (“Minimum Threshold”). Balances below that amount roll over to the next payment period.

7.3 **Non-Payment:** Royalties will not be paid for:

- Refunded, fraudulent, or charge-back transactions;
- Content removed for copyright or policy violations;
- Periods prior to full verification of your tax and payment details.

7.4 **Taxes:** You are responsible for reporting and paying all taxes on your income from Tourispeak. We may withhold taxes where legally required.

8. TERM AND TERMINATION

8.1 This Agreement begins on the date you accept it and continues until terminated by either party.

8.2 Either party may terminate with **30 days’ written notice**. Tourispeak may suspend or terminate immediately for material breach, unlawful conduct, or reputational harm.

8.3 Upon termination:

- Tourispeak will cease selling your Content after the notice period;
- Users who purchased your Tours will retain perpetual access;
- Outstanding royalties (subject to threshold) will be paid on the next cycle.

9. INTELLECTUAL PROPERTY

9.1 Nothing in this Agreement transfers ownership of intellectual property between the parties.

9.2 Each party agrees not to copy, reverse engineer, or misappropriate the other's trademarks, brand assets, or technology.

10. WARRANTIES AND INDEMNITY

10.1 You warrant that:

- You are the rightful owner or licensee of all rights in your Content;
- Your Content does not infringe any third-party rights or laws;
- Your Content does not contain defamatory, illegal, or harmful material; and
- Your Content is free of malicious code or software.

10.2 You agree to indemnify and hold Tourispeak, its partners, and employees harmless from any claims, damages, or liabilities arising from:

- Breach of your warranties or obligations under this Agreement;
- Third-party claims alleging infringement or harm caused by your Content;
- User injury resulting from following unsafe or misleading instructions in your Content.

10.3 Tourispeak's total liability under this Agreement shall not exceed the total royalties payable to you during the twelve (12) months preceding the event giving rise to the claim.

11. CONFIDENTIALITY

11.1 Both parties may exchange confidential information during this Agreement. Each party agrees to maintain the confidentiality of such information and use it only for the purposes of performing under this Agreement.

11.2 Confidentiality obligations do not apply to information that is publicly known, independently developed, or required to be disclosed by law.

12. FORCE MAJEURE

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control, including natural disasters, wars, strikes, acts of government, or network outages. The affected party shall notify the other promptly and resume performance once conditions permit.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of **Morocco**. Disputes shall first be resolved through good-faith negotiation. If unresolved, disputes shall be submitted to the competent courts of **Casablanca**.

14. CONTACT INFORMATION

For questions regarding these Publishing Terms, please contact:

Contact Center Development Services S.A.R.L.

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