

Bookshare Individual Membership Member Agreement Form



Please fill out the fields below to continue registration. If you are under 18, your parent or guardian must sign this form and email it as an attachment or fax it to Bookshare®. Before you can download copyrighted books, you will need to submit proof of disability and payment (if applies).

Member's Information:

Member Name:

Address:

Phone:

Email Address:

Member Date of Birth:

Parent/Guardian's Information [fill out if member is under 18]:

Parent/Guardian Name: _____

Address: _____

Phone #: _____

Email Address: _____

If you (the member) are a current U.S. student and qualify for free membership [required for free student membership]:

Name of School: _____

School Address: _____

Grade: _____

K-12 Only: Do you have an IEP issued by a public education agency? _____ Yes _____ No

K-12 Only: Do you have a 504 plan? _____ Yes _____ No

How did you learn about Bookshare? fra min SPS-vejleder

Promotion Code (optional): _____

Qualifying Disability(ies) [check all that apply]:

- Visual impairment that prevents effective reading of standard print (blind, legally blind, or with other functional vision limitations).
- Severe learning disability that prevents effective reading of standard print.
- Physical disability that prevents reading print or using a print book.

Prior to activating downloads of copyrighted material, a signed copy of this agreement and my proof of disability must be received by Bookshare, by an electronically signed agreement, or a postal mail or facsimile copy showing my original signature.

The following terms of the Bookshare Membership Agreement are agreed to by me, as signified by my signing this Agreement:

Signature of Member (if 18 or over)

Date

Printed or Typed Name

If you are under 18, a parent or guardian must sign below, as a condition to your access:

Signature of Parent/Guardian

Date

Printed Name of Parent/Guardian

Please email this form to Bookshare with the subject heading “Membership Form Attached”. If it cannot be emailed, you may also fax or mail the physical signed form.

membership@bookshare.org

-- OR --

FAX: +1 (650) 475-1066

MAIL: Bookshare
480 South California Ave., Suite 201
Palo Alto, CA 94306-1609
USA

Please contact us with any questions: <http://www.bookshare.org/contactUs>

Bookshare Membership Agreement



Bookshare provides accessible electronic books and materials ("Accessible Media") to individuals with legally-qualifying disabilities. This Membership Agreement sets out the necessary terms governing your use of Bookshare.

As a person with a qualifying disability, I hereby agree to the following terms:

- 1. The Accessible Media is only for my individual use as a person with a bona fide print disability.**

I understand that the only reason I'm able to download these copyrighted works is for my personal access to books, newspapers and other materials. I can adapt the content to my personal needs, but I cannot distribute it to other people or organizations, with the exception of hardcopy Braille versions of the books.

- 2. Bona fide disabilities are significant disabilities that affect reading, and meet the legal definitions.**

I represent that I have a significant vision, physical or learning disability that prevents me from reading standard print. I meet the requirements of United States Copyright Act, 17 U.S.C. §121 (or comparable local legislation in other countries) as a person with a print disability and will, before this Agreement becomes effective, provide proof of my disability to Bookshare, either directly or through an organization I work with, such as my school.

- 3. I acknowledge I can't share the Accessible Media with other people.**

Access to Bookshare books is a privilege, and it is based on a social bargain between the publishers and authors and the disability community. It's important to not redistribute these Accessible Media to other individuals, regardless of whether or not they would qualify for Bookshare. I agree to use the Accessible Media I obtain from Bookshare solely for my personal use. I won't share my password with anyone, unless it's a caregiver, teacher, parent or guardian who agrees to use it solely to help me download my books.

- 4. There are consequences for copyright violations, including termination of this account.**

I acknowledge that Bookshare inserts digital fingerprints (both obvious and hidden) in the Accessible Media I download, to track copyright violations. I agree that I won't remove these fingerprints. If a copyright violation occurs, Bookshare will discontinue serving me. I acknowledge that violations of copyright law and the terms of this Agreement may subject me and other people committing such violations to civil and criminal liability, and that Bookshare will cooperate with investigations by copyright owners of such violations. If I violate the terms of this Agreement, Bookshare may unilaterally and immediately terminate

this Agreement by written or email notice to me. I agree to indemnify and hold harmless Bookshare, its staff, subcontractors, technology suppliers and volunteers, as well as authors and publishers, for any damages, legal fees and costs, as a result of my violations of this Agreement or copyright laws of applicable jurisdictions.

5. I can voluntarily help Bookshare add Accessible Media.

Most of the Accessible Media in Bookshare is available because Members (including people with disabilities, parents, teacher and schools) scanned and proofread the digital files and added them to the Bookshare library. Bookshare welcomes any high-quality books I scan that are not yet available in the collection. That way, the next Member or teacher who needs that book won't need to scan it. If I want to add books to the Bookshare collection, I acknowledge that I will need to agree to the terms of the Bookshare [Volunteer Agreement](#).

6. If someone else isn't paying for my Membership subscription, I will need to pay for it to have access to the collection.

In the case of students in the United States, the subscription cost of providing Bookshare is currently being paid for by the U.S. Department of Education. If I am not a U.S. student, or if I don't have somebody else paying for my Membership, I am responsible for payment for my subscription fees by credit card or a check to Bookshare.

7. I will have access to software as part of my Membership.

Bookshare will make assistive software available to me for using the Accessible Media, such as talking readers that will display and speak the text aloud to me. I will only use the software for my own use on personal computers I personally use, and I will abide by the terms of the license that comes with such software.

8. I acknowledge that the books on Bookshare include adult content and scanned books with errors.

Bookshare's volunteers and staff try to accurately label all of the books in the collection, by title, author, adult content status and quality. If I discover an error in such labeling, I can let Bookshare know and they'll look into it and correct it if they believe it was wrong. When my membership is first set up, fair and good quality Accessible Media will not be returned in my search results. I can opt in to see these kinds of titles if I wish by changing my account settings. If I am over 18, I can opt out of seeing adult content in my search results. If I am under 18, I may not view Adult content unless my parent or guardian agrees in writing.

9. I acknowledge that there is no warranty by Bookshare, publishers or authors.

Bookshare is a socially-oriented activity, not a for-profit activity. Bookshare's staff, volunteers, authors and publisher partners are all cooperating to help overcome the barriers to access faced by people with disabilities, and most do so without compensation.

Therefore, Bookshare doesn't warrant that the Content is error-free or that the Bookshare service will not be interrupted. My only remedy if I'm unhappy is to request a refund for the unused portion of my current annual subscription. If I haven't paid for a subscription, I won't get any monetary compensation. I also acknowledge that the vast majority of content on Bookshare is there without the active participation of publishers or authors, so publishers and authors are not responsible for errors or problems with the Accessible Media. In addition, publishers and authors have not waived any of their other legal rights under copyright or other laws by permitting the distribution of Accessible Media owned by them, to people with disabilities.

10. I agree to a few other important details.

- ❖ This Agreement will automatically renew every 12 months, unless I request in writing or by e-mail to support@Bookshare.org to end my use of Bookshare and to terminate this Agreement. I understand, however, that all Accessible Media retained by me after termination of this Agreement is still subject to the restrictions on use imposed by copyright laws under 17 USC §121 as long as I retain it. If my subscription is being paid for by a third party, my subscription may end when the funding ends. For example, subscriptions funded by the Department of Education end on September 30th each year and are renewed contingent on continued funding. If I'm paying for my subscription with a credit card, I authorize Bookshare to charge my credit card for an annual renewal at the then-current rates for my country. Bookshare will remind me of my renewal in advance of this charge to provide me an opportunity to decline to renew.
- ❖ Bookshare is a low-cost service, and I agree to check the Bookshare website first for answers to my routine questions. For problems or questions beyond what's on the website, technical and customer support is by email to support@Bookshare.org.
- ❖ Bookshare can change the terms of this Agreement on five (5) days written or electronic notice to me, which changes I will have the option to decline, if I elect to terminate my account because I do not agree with the proposed changes.
- ❖ This Agreement is governed by U.S. copyright law and its treaties with other countries protecting the interests of the copyright owners, and by California contract and licensing laws since that is where the Bookshare service is based. This Agreement cannot be changed by oral agreements or assurances of anyone party to it. If I violate its terms I will be subject to suit to enforce the terms of this Agreement and Copyright Laws in the State of California.