

# WBTW Agreement



**THIS BLOGGER AGREEMENT** ("Agreement") is made between and We Blog the World ("WBTW"), an online blog network and magazine ("Website") based in San Francisco, California, USA and "Blogger" and "bloggers" and "contributor" and "contributors". WBTW may also be referred to as the We Blog the World ("WBTW") Blogger Contributor Platform. This Agreement is effective as of the date Blogger enters initials on the WBTW Blogger Registration Page.

By submitting blog posts for publication on the We Blog the World ("WBTW") website or on any site owned or operated by WBTW, you agree that the terms set out below, which may be updated from time-to-time, apply to all blog posts that you submit to us or that we syndicate, including your initial blog posts and any subsequent blog posts and this guide serves as and has the same effect as the blogger agreement.

## TERMS:

1. **You are independent.** By submitting blog posts to WBTW, you are an independent contractor, not an employee of WBTW. You agree that you are not entitled to, and don't expect any wages or compensation for the content that you submit and that by submitting content and/or syndicating any content to WBTW (including text, videos, photographs or audio materials), this is exchange for good and valuable consideration.
2. You also agree that by submitting blog posts to us, you are not eligible for any employee benefit plans or programs now or in the future. You must obtain and pay for your own computer, Internet, third-party clearances and licenses and everything else you need to create and submit your blog posts to WBTW. All of the services and/or content shall be performed at Blogger's liability. You cannot hold yourself out as a WBTW agent or representative or attempt to bind us to any obligations.
3. **When posting directly.** As you are independent, you are your own boss & can submit when you wish. You can write or provide content for anyone else & agree you are not under the direction or control of WBTW & can stop posting any time.
4. **FAM trips & event passes.** As a WBTW blogger, you must check in with WBTW before accepting FAM trips, hotel hosts or event participation to ensure there isn't a conflict of interest or that someone else isn't covering it or planning to, it is relevant & you agree to post content from a FAM trip, hotel or event for which you accepted & WBTW agrees it is a fit.
5. **Submit proper posts you can legally submit.** However, you represent to WBTW that any blog posts, photos and any other content you submit and/or syndicate to WBTW (a) is your original content or properly licensed content that you have the express right and permission to license to WBTW, (b) does not infringe or violate any law, rule or regulation or the rights or intellectual property rights of any person or entity (or encourage anyone else to do so), (c) is not objectionable, inaccurate or inflammatory; (d) is not obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, (e) is not an advertisement or solicitation of business or contributions, (f) it does not include affiliate links for which you are being compensated for financially or in kind; (g) includes disclosure that subscribes to FTC rules about acceptance of a discount or free services/travel/meals, etc. or (h) is not otherwise against the interests of WBTW or WBTW partners, affiliates, assigns, successors, contributors or readers as a whole. WBTW has the right (but not the obligation) to remove any or all of your blog posts that fail to comply with the foregoing, or for any other reason, without notice to you.
6. **Edits.** After you submit your blog post and/or after WBTW pulls the post in via a RSS feed, WBTW will edit the headline and/or may edit some of the content to fit within the WBTW format and style. That includes but is not limited to adding subheads to make it easier on the eye for the reader, changing headlines, punctuation, grammar, style, tightening sentences and/or paragraphs or pulling any self-promotional or corporate/product promotional content from the post. We also maintain rights to select which photo to use for the lead story photo, which photos to use and which articles we choose to feature.
7. **Errors.** If your post contains a factual error, you should correct or retract it within 24 hours after notice. If you discover errors, contact WBTW via email before you make edits, let us know changes are in your piece. If you make substantive changes (including error corrections) after your post has been published, note it at the bottom of the post. This includes

matters of fact, but not changes to spelling, grammar, style or minor corrections. For transparency, let readers know an earlier version had an error & was since corrected. If a correction/retraction is due to a legal complaint of defamation, the correction/retraction must be posted in as prominent a location as the defamatory content and/or removed.

8. **Disclosure.** In an effort to be as transparent with our readers as possible, all WBTW bloggers should disclose any financial conflicts of interest related to the issue they are writing about. As a blogger, if you receive payment or income from a company, organization, group, or individual with a financial stake in the issue he/she is weighing in on, that information should be disclosed in the body of the blog post to subscribe to/follow FTC rules. Moreover, bloggers should not submit posts that include links that are paid for in whole or in part by marketing firms, individuals or companies as noted above in (4).
9. **Hyperlinks.** Hyperlinks should be “no follow” links and not “for follow” links or affiliate links for which you have a financial or another beneficial compensation as noted above in (4) and (7). Refer to Getting Started Guide.
10. **No Guarantees.** WBTW provides a forum for your ideas and expression, but is made available to you "as is" without guarantee of any results based upon the publication of your blog post, is subject to changes & could temporarily or permanently be suspended without notice to you & without guarantee that it will operate free of errors, viruses, bugs or service breakdowns. WBTW does not guarantee your participation will fulfill any requirements you expect as a contributor.
11. **WBTW Featured Blogger/Writer Badge.** As soon as WBTW accepts you as a blogger, you agree to place a Featured on WBTW badge we provide on your website and/or your blog & social networks, with a link back to your WBTW column. We consider this an honor & hope that you do too. This badge of honor is also a way to let others know that you write for WBTW and/or that your content is being syndicated by WBTW and directs others to your column.
12. **Rights Granted:** You own the copyright to your submitted and/or syndicated content and you can post it anywhere else you wish. However, by submitting and/or syndicating any content to WBTW (including text, videos, photographs or audio materials) and in exchange for good and valuable consideration, the receipt and adequacy of which you hereby acknowledge, you grant WBTW a non-exclusive, worldwide, royalty-free, irrevocable, perpetual license to exercise all rights under copyright law with respect to such content, which WBTW may use, publish and distribute on their websites and other properties and those of their affiliates, business partners, successors or assigns as well as for marketing and promotional purposes, online or offline, in any medium and mode of delivery.
13. **Warranties, Representations, and Indemnification.**
  - (a) Blogger warrants and represents that: (i) Blogger has the legal right to grant this content to WBTW, and (ii) WBTW’s use of the blogger’s content will not infringe the rights of any third party (s).
  - (b) Blogger shall indemnify and hold WBTW harmless from and against any and all loss, damage or expense (including court costs and outside attorneys’ fees) incurred in connection with any breach of the WBTW’s representations, warranties, resulting in a claim, lawsuit, judgment against WBTW by any third party.
14. **Legal Guidelines.** You agree that if WBTW is legally required to disclose information that we have about you (including your IP address and location, name and user name), we may do so, without notice to you.
15. **Complaints and Inquiries/Choice of Law.** If you violate any of the Blogger terms, or we receive an inquiry or complaint about your post, you agree that you are responsible, and you agree to indemnify and hold harmless WBTW for all resulting claims and liabilities
16. **Entire Agreement.** These guidelines and WBTW’s Privacy Policy and Terms and Conditions constitute the entire agreement between you and WBTW regarding the subjects covered. No other agreements, understandings, promises, or representations, other than those contained here and in WBTW’s Terms and Conditions and Privacy Policy, are part of the agreement between you and WBTW. This Agreement will be governed by the law of California, without giving effect to conflict of laws provisions thereof. Any lawsuit relating to any matter arising under this Agreement initiated by or on behalf of either party shall be filed in a state or federal court of competent jurisdiction in the County of San Francisco.

We may provide you notices about any changes to this contributor platform program and these terms by e-mail which make up the entire agreement between you and us and cannot be changed unless we agree to it in writing.