

# Bookshare Individual Membership Registration Form



Please fill out the fields below to continue registration. If you are under 18, your parent or guardian must sign this form and mail or fax it to Bookshare™. Once we receive this completed form, your login information will be sent to the email address entered. Before you can download copyrighted books, you will need to send in your payment (or current school information) and proof of disability.

---

## Basic Information (required)

Member's First Name \_\_\_\_\_

Member's Last Name \_\_\_\_\_

Email \_\_\_\_\_

Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**If you are applying for an individual membership linked to an existing organizational account, please write the name of that organization's account here:** \_\_\_\_\_

## Preferences (optional)

I do not want to receive the Bookshare newsletter by email

If I am at least 15, I would like to learn more about volunteering over the Internet to prepare books for publication on Bookshare.

Block adult content from my search results (automatic for Members under 18)

---

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. If this Agreement is accepted by Bookshare, commencement of the service for me shall be deemed the equivalent of an electronic signature by an officer of Bookshare and dated as the commencement of the service.

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

---

Signature

Date

---

Printed or Typed Name

**If under 18, a parent or guardian must sign first, as a condition to your access:**

---

Signature of Parent/Guardian

Date

---

Printed Name of Parent/Guardian

---

Phone number of Parent/Guardian

---

Physical Address, if different than Member's

---

**Mail this completed form, including the original signature to:**

Bookshare

The Benetech Initiative

480 South California Ave., Suite 201

OR

FAX to +1 (650) 475-1066

Palo Alto, CA 94306-1609

USA

---

# 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 Copyright Act of 1968 and amended [2006] §VB (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 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 the Copyright Act of 1968 as amended [2006] Section VB 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 30<sup>th</sup> 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.
- ❖ 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.

## Bookshare Membership Application Written Proof of Disability Form

Please fill out this form completely and return it to Bookshare™ with an original signature from the Certifying Professional (instructions below).

This form must be received before members can download copyrighted books from Bookshare. Written proof of disability is one of the requirements that enables Bookshare to provide access to copyrighted materials to individuals with print disabilities as defined in the Copyright Act of 1968 as amended (§ VB) and in our contracts with authors or publishers who have provided original digital files. We will notify you by email after we receive your form.

**Note: you also need to complete the registration process**, if you have not already done so. If over 18, the online process includes consenting to the Bookshare Member Agreement. If under 18, the Bookshare Member Agreement must be signed by your parent or guardian and returned to us. This information will only be used in compliance with the terms of our Privacy Policy as explained on the Bookshare web site.

### Instructions

**Step 1:** Fill out the identifying information about yourself.

#### **Step 2:** Proof of Disability

Have the Proof of Disability section filled in and signed by a qualified professional in the field of disabilities services, education, medicine or psychology. This professional must be a recognized expert who attests to the physical basis of the visual, perceptual, or other physical disability that limits the applicant's use of standard print.

**Appropriate certifying experts may differ for different disabilities.** In the case of blindness and visual impairments, an appropriate certifier may be a physician, ophthalmologist, or optometrist; in the case of a perceptual disability, a neurologist, learning disability specialist (a teacher with this type of certification is an example), or psychologist with a background in disabilities may be the most qualified certifying professional. A social worker with direct knowledge of your circumstances or a federal or state agency that maintains registries of qualified people with disabilities for benefits purposes may provide certification. If you are a college or university student, your school's Disability Student Services staff may provide certification.

**Step 3: Please mail or fax this completed form including the original signature to:**

Bookshare Registration -- OR -- fax: +61 08 9361 8696  
Association for the Blind of Western Australia  
PO Box 101  
Victoria Park, WA 6979

Email with questions: [membership@bookshare.org](mailto:membership@bookshare.org) or [bookshare@guidedogswa.com.au](mailto:bookshare@guidedogswa.com.au)

**Bookshare Membership Application  
Written Proof of Disability Form**



---

---

***Step 1 - Identifying Information***

**To be filled out by the Applicant** (All fields are required. Please type or print.)

**Name:**

**Address:**

**City:**

**State / Province / Region:**

**ZIP / Postal Code:**

**Country:**

**Email Address:**

**Date of Birth (if under 18):**

**School or Group Account Name (if applicable):**

Please indicate the disability that prevents you from effectively reading standard print by placing an “x” next to the one that applies:

**Visual impairment, including blindness**

**Learning disability**

**Other physical disability**

## **Step 2 – Proof of Disability**

**To be filled out by Certifying Professional:** (please type or print)

I attest, under penalty of perjury, to the physical basis of the visual, perceptual or other physical disability limiting the applicant's ability to effectively use standard print, and that I have the professional qualifications to make such a certification.

**Name of Certifying Professional:**

**Title:**

**Organization:**

**Address:**

**City:**

**State / Province / Region:**

**Zip / Postal Code:**

**Country:**

**Daytime phone:**

**Email:**

Signature:

Date: