

TERMS AND CONDITIONS

Use of the Screenplay Report (“Company”) website, www.screenplayreport.com, or the contracting, purchasing, or ordering of Company services constitutes acknowledgement and acceptance of the terms and conditions set forth on this page. All agreements, contracts, communications, and interactions with Company or the Company website are governed by these terms and conditions.

“The customer” is defined to be any user of the Company website or any person or entity that contracts, purchases, or orders Company services.

Failure to comply with these terms and conditions may, without notice, result in termination of the customer’s access to the Company website, termination of any services in progress, and termination of all contracts and contractual obligations to the customer in addition to other remedies.

These terms and conditions may be modified, amended, altered, changed, rewritten, or revoked by Company at any time, for any reason and without notice, at the sole discretion of Company; provided, neither the course of conduct between the parties nor trade practice shall act to modify any provision hereof. Continued use of the Company website or continued contracting, purchasing, or ordering of Company services constitutes acknowledgment and acceptance of these terms and conditions as modified, amended, altered, changed, rewritten, or revoked. It is customers responsibility to check here periodically for such changes.

1) Services Provided

Company exclusively provides the services described throughout the Company website, as may be updated from time to time.

2) Prices, Explanation of Prices

Prices for Company services and the explanation of prices are as presented on the Company website, which may be modified, amended, altered, changed, rewritten, or revoked by Company at any time, for any reason and without notice, at the sole discretion of Company. Continued contracting, purchasing, or ordering of Company services constitutes acknowledgment and acceptance of the prices and explanation of prices as modified, amended, altered, changed, rewritten, or revoked on the Company website.

3) Accuracy of Customer Information

The customer is responsible for providing true and accurate personal identification and payment information, including but not limited to name, email address, phone number and credit card information. Failure to provide correct and accurate information may result in Company refusing to provide service, interrupting service, or terminating service. The customer assumes all responsibility for problems, errors, issues, delays, refusal of service, interruptions of service, and termination of service as well as full legal liability arising as a direct result of providing false or inaccurate information.

4) Financial Fraud or Theft

Company is not liable or responsible for the fraudulent use of credit cards or any other payment method used to purchase its services. Company is not liable or responsible for any fraud or misrepresentation by the customer related to the contracting, purchasing, or ordering of services.

5) Account Membership

The customer assumes all responsibility for any activity that occurs under the customer’s Company account or password. The customer is responsible for maintaining the confidentiality of the customer’s password, which is made available by Company exclusively to the customer. Any order placed by a user logged-in to the customer’s account is the full responsibility of the customer subject to all the terms and conditions set forth on this page.

6) Business Name and Website Content: Ownership, Copyrights, Trademarks, Service Marks, and Use

The business name, “Screenplay Report,” and all content on the Company website is the sole property of Company. Such content includes but is not limited to text, service descriptions, policies, prices, photographs, images, illustrations, logos, icons, display modules, audio and video, html, XML, software, trademarks, and any other representations, depictions, and explanatory aids appearing on any page, popup, tab, or other display on the Company website. No portion of this content may be used, copied, reproduced, republished, retransmitted, or printed without the express, written consent of Company. All such content is protected by United States and International copyright and trademark law. All copyrights for all Company content belong to Company. These terms and conditions do not grant any rights in connection with any trademarks or service marks of Company. All rights are reserved.

Other websites may link to the Company website provided that (i) Company is not portrayed in a false, misleading, derogatory, or offensive manner; (ii) we are notified by email at info@screenplayreport.com; and (iii) the operator of any such website agrees to remove the link immediately upon request from Company.

Except for the normal use of a website and its content by purchasers of services, prospective purchasers of services, or anyone with a personal interest in learning about a company and its services, no other use of the Company website or its content is permitted without the prior, written consent of Company. The permitted use described in this paragraph is subject to the terms and conditions set forth on this page. The permitted use does NOT include: (i) any commercial, resale, or derivative use whatsoever; (ii) collection or use of service descriptions or prices, or (iii) the sharing of account information with another company.

Any interaction whatsoever with the Company website constitutes agreement (i) not to change, alter, modify, or affect in any way the Company website including its content, the presentation or appearance of its content, its software, its network connectivity, or any other aspect; (ii) not to gather, mine, or extract data from the Company website or from its network or internet traffic; (iii) not to transmit to the website any harmful items including but not limited to viruses, worms, malicious code, malware, or harmful data; and (iv) not to transmit to the website cookies, trackers, monitors, or any form of spyware or data gathering software.

Company reserves the right to deny or terminate access to the Company website to anyone at any time, without notice, for any reason, and without explanation.

These terms and conditions, nor the use of any Company service(s), do not transfer from Company to customer any Company or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Company.

7) Customer Content: Definition, Ownership, Copyrights, and Use

“Customer content” is defined to include (i) all materials submitted by the customer to Company for service; (ii) any additional, supporting materials provided by the customer to Company; (iii) all materials proofread, edited, or otherwise serviced by Company for the customer, that is, drafts of these materials produced or altered by Company as a product or outcome of service; and (iv) feedback provided by the customer to Company on the customer’s account page or by any other means.

All copyrights, intellectual property rights, ownership, and control over customer content are retained solely by the copyright holder, intellectual property rights bearer, owner, or controller of the original materials submitted to Company. (This may be the author or authors, the author’s employer, the publisher, a purchaser of the content, or some other entity.) Company will not share, sell, distribute, reproduce, publish, or transmit any customer content without the express, written consent of the customer. All customer content is kept strictly confidential by Company.

Company expressly prohibits the association of Company or any Company trademark, editor, staff member, or affiliate with the viewpoints expressed or content contained in any serviced material submitted or presented to any recipient or audience for any purpose whatsoever.

If a customer believes that material located on or linked to by Company and/or the Company website violates customer’s copyright, customer is encouraged to notify Company in accordance with common DMCA policies. Company will respond to all such notices, including as required or appropriate by revoking the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringe the copyrights or other intellectual property rights of Company or others, company may, in its discretion, terminate or deny access to and use of the website. In the case of such termination, Company will have no obligation to provide a refund of any amounts previously paid to Company.

Customer acknowledges that Company did not solicit the customer content and that no confidential relationship is established by my submitting the content to Company. Customer understands that Company receives numerous submissions of ideas, formats, stories, suggestions and the like and that Company has adopted the policy of refusing to accept, consider, or evaluate submissions unless the person making the submission agrees to the terms hereof and that Company would refuse to accept, consider or otherwise evaluate any submission in the absence of my acceptance of each and all of the provisions hereof. Customer further understands that many such submissions heretofore or hereafter received by Company are similar to ideas, formats, stories, suggestions and the like developed by customer to those otherwise available to Company.

Customer agrees that nothing contained herein nor the fact of customer’s submission of said content to Company shall be deemed to place Company or any person or entity to whom Company shows said material in any different position than anyone else to whom customer has not submitted the same or similar material with respect to any portion of said content which does not constitute protectable literary property. Customer recognizes that Company has access to and/or may create or have created literary materials and ideas which may be similar or identical to said material in theme, idea, plot, format or other respects. Customer agrees that he/she will not be entitled to any compensation because of the use of any such similar or identical material which may have been independently created by Company or any such client or may have come to Company or such client from any other source.

Customer understands that such similarity in the past has given rise to litigation so that unless Company can obtain adequate protection in advance, it will refuse to consider the submitted material. The protection for Company must be sufficiently broad to protect Company, its related entities and individuals, its clients, and its and their employees, agents, licensees and assigns and all parties to whom material is shared.

Neither Company's services nor any conversations with customer regarding the material shall be deemed an admission by Company of the novelty of any ideas contained therein or the originality of the material. If customer's material or any element thereof is not new, unique, concrete or novel and/or is in the public domain and/or does not constitute protectable literary property and/or is not original with customer, then as between customer and Company, customer agrees that Company has the right to use such elements without any obligation to customer whatsoever. .

8) Responsibility for Customer Content

The customer assumes all responsibility and legal liability for customer content. This includes all responsibility and legal liability for offenses such as copyright infringement; plagiarism; and making statements that are false, misleading, defamatory, libelous, offensive, threatening, prohibited, fraudulent, or in violation of any law. It is not the obligation or the policy of Company to investigate or to make a determination as to whether the customer has, or could, commit any of these offenses by means of the customer's content. The customer is solely responsible for making such a determination. Company reserves the right to refuse or terminate service if we have any question, doubt, or concern--however well or poorly justified--that the customer risks committing any of these offenses by means of the customer's content.

The customer represents and warrants that the customer owns or otherwise controls all rights to submitted materials and that submitted materials do not contain statements that are false, misleading, defamatory, libelous, offensive, threatening, prohibited, or in violation of any law.

The customer is responsible for reviewing all changes and revisions that Company makes to submitted materials. Company provides the markup that shows every change and revision, enabling the customer to easily check each change and revision. The customer's responsibility to review all changes and revisions constitutes (i) an acceptance of all changes and revisions and (ii) an acceptance and acknowledgement that Company is not responsible or legally liable for the customer's content, including the finished draft that has been serviced by Company.

Company does not represent or imply that it endorses any or all of the Customer content, or that it believes such material to be accurate, useful or non-harmful.

If a customer leaves comments anywhere on the website, posts material to the website, posts links on the website, or otherwise makes (or allows any third party to make) material available by means of the website, customer is entirely responsible for the content of, and any harm resulting from, that content. That is the case regardless of whether the content in question constitutes text, graphics, audio, or computer software. By making content available, a customer represents and warrants that the downloading, copying and use of the content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party; customer has fully complied with any third-party licenses relating to the content, and has done all things necessary to successfully pass through to end users any required terms; the content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content; The content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); The content is not pornographic, libelous or defamatory, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party; By submitting content to Company for inclusion on our website, customer grants Company a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the content for the purpose of displaying, distributing, promoting, marketing or any other lawful use.

Without limiting any of those representations or warranties, Company has the right (though not the obligation) to, in Company's sole discretion (i) refuse or remove any content that, in Company's reasonable opinion, violates any policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the website to any individual or entity for any reason, in Company's sole discretion. Company will have no obligation to provide a refund of any amounts previously paid under these circumstances.

9) Service Content: Definition, Ownership, Copyrights, and Use

"Service content" is defined to include (i) all revisions and suggested revisions made by Company to materials submitted for service, (ii) all descriptions, demonstrations, depictions, and explanations provided by Company of revisions or suggested revisions, and (iii) any other written or verbal communications provided by Company staff or editors in the course of providing service, which

may pertain to submitted materials, writing techniques, or writing in general. Service content includes the "markup" produced, in part, by the word processing software used by Company for proofreading, editing, or otherwise servicing a document.

All service content remains the intellectual property of Company. All copyrights for all Company service content belong to Company. Service content provided by Company to the customer is only licensed to the customer for the customer's own private use or for private, internal use by business and institutional customers. Except for private use, no service content may be used, copied, reproduced, republished, retransmitted or printed without the express, written consent of Company.

10) Indemnification

BY CONTRACTING, PURCHASING, OR ORDERING COMPANY SERVICES, THE CUSTOMER HEREBY AGREES TO DEFEND AND HOLD HARMLESS AND INDEMNIFIES COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, PARENT COMPANY AND PARTNERS, SUPPLIERS, AND ANY THIRD PARTY INFORMATION PROVIDERS TO THE SERVICE FROM AND AGAINST ANY AND ALL COSTS, LOSSES, EXPENSES, DAMAGES, AND ATTORNEY FEES, ARISING FROM, IN CONNECTION WITH, AND/OR ASSOCIATED WITH ANY OF THE FOREGOING INDIVIDUALS/ENTITIES FROM ANY DEMAND, CLAIM, OR LEGAL ACTION TAKEN BY ANYONE IN RESPONSE TO (I) CUSTOMER FINANCIAL FRAUD OR THEFT, (II) CUSTOMER CONTENT, BOTH SUBMITTED AND SERVICED MATERIAL, OR (III) ANY VIOLATION BY THE CUSTOMER (OR ANY PERSON ACCESSING THE SERVICES) OF THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE (INCLUDING NEGLIGENCE AND/OR WRONGFUL CONDUCT). FURTHER, THE CUSTOMER HEREBY HOLDS HARMLESS AND INDEMNIFIES COMPANY AND ANYONE ASSOCIATED WITH COMPANY FROM (IV) ANY OTHER DEMAND, CLAIM, OR LEGAL ACTION ARISING FROM USE OF THE COMPANY WEBSITE OR THE CONTRACTING, PURCHASING, OR ORDERING OF COMPANY SERVICES.

THE CUSTOMER WILL BE WHOLLY RESPONSIBLE FOR ALL REASONABLE ATTORNEY FEES, COURT COSTS, AND ANY OTHER COSTS TO COMPANY OR ANYONE ASSOCIATED WITH COMPANY ARISING FROM CLAIMS AGAINST THE CUSTOMER BASED ON (I) FINANCIAL FRAUD OR THEFT, (II) CUSTOMER CONTENT, SUCH AS THE OFFENSES LISTED IN SECTION 8, "RESPONSIBILITY FOR CUSTOMER CONTENT", (III) ANY VIOLATION OF THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE, (IV) FAILURE TO FULFILL ANY OBLIGATION RELATING TO THE CUSTOMER'S ACCOUNT OR ORDERS PLACED UNDER THE CUSTOMER'S ACCOUNT, OR (V) FROM ANY OTHER DEMAND, CLAIM, OR LEGAL ACTION ARISING FROM USE OF THE COMPANY WEBSITE OR THE CONTRACTING, PURCHASING, OR ORDERING OF COMPANY SERVICES. COMPANY RESERVES THE RIGHT TO TAKE OVER THE EXCLUSIVE DEFENSE OF ANY CLAIM FOR WHICH WE ARE ENTITLED TO INDEMNIFICATION. IN SUCH AN EVENT, THE CUSTOMER WILL PROVIDE COMPANY WITH ALL COOPERATION THAT IS REASONABLY REQUESTED BY US.

11) Disclaimer of Warranties

Company nor its suppliers and licensors give no assurance, guarantee, or warranty that service descriptions or any other content of the Company website, services performed, or service content are accurate, complete, reliable, current, or error free or that such access thereto will be continuous and/or uninterrupted. The Company website and Company services are provided on an "as is" and "as available" basis and at the customer's sole risk. To the fullest extent permissible by applicable law, Company disclaims all warranties and conditions express or implied with respect to any information, content, or materials on the Company website, produced by Company services, or contained in Company service content, including any implied warranties or conditions of fitness for a particular purpose, merchantability, or non-infringement. Customer understands that if they download from, or otherwise obtain content or services through, the Company website, they do so at their own risk.

Company gives no assurance, guarantee, or warranty regarding the accuracy, currency, or applicability of any Company website content in relation to specific individuals, entities, situations, or circumstances and disclaims all liability in respect to such content. Company gives no assurance, guarantee, or warranty regarding the opinions, responses, reactions, evaluations, or judgments of readers, hearers, or recipients of customer content that has been serviced by Company.

All turnaround times and dates, including those designated by the phrase, "To Be Completed By," appearing on the Company website, advertising materials, order form, order confirmation webpage, and order confirmation email are estimates. These estimates are made without Company having had the opportunity to review the customer's order. Company does not guarantee or warrant the accuracy or reliability of these estimates. Company disclaims all liabilities and warranties express or implied with respect to these turnaround times and dates.

While customers have used the Company introductions to forge successes in the industry, Company does not provide or offer to provide, advertise, promise, or in anyway represent that customers will get work or employment as screenwriters, get signed by managers or agents, or get meetings in the industry as a result of engaging Company.

12) Liquidated Damages Provision

The customer acknowledges and accepts that all remedies for all claims against Company shall be limited in total to the amount paid by the customer for the Company service order about which claims are made. In no event is Company liable for damages in excess of the amount paid by the customer for the order in question.

13) Limitation of Liability

In no event is Company or anyone associated with Company liable for any damages whatsoever in any way related to (i) Company services, (ii) use of the Company website or its content, (iii) any inability to access the Company website or its content, including the customer's account page, (iv) use of any Company service, or any information, or transactions provided by Company or any delay of such information or service. Such damages include but are not limited to any direct, incidental, indirect, consequential, special, punitive, or exemplary damages of any kind; lost revenues; lost profits; lost business; business interruption; loss of programs or information or the like; harm to business reputation; poor grades; poor evaluations; poor reviews; harm to professional reputation or career; breach of confidentiality; or any other damages, whether based on warranty, contract, tort, negligence, strict liability, operation of law, or any legal theory, whether or not Company is advised in advance of the potential for such damages, even if Company or its authorized representative(s) have been advised of the possibility of such damages or any claims attributable to errors, omissions, or other inaccuracies in the service and/or materials or information downloaded through the service. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above and below limitation may not apply to said Customer, in which case, Company's liability is limited to the greatest extent permitted by law.

In no event is Company or anyone associated with Company liable in full or in part for any censure, sanctions, fines, penalties, or punitive actions of any kind arising from objections, charges, or complaints, legal or otherwise, about customer content, including material serviced by Company, or that are in any way related to Company services or the Company website. If, for any reason, the customer is obligated not to use an editing service or "outside help" on materials serviced by Company, Company is not liable or responsible for any censure, sanctions, fines, penalties, punitive actions, damage to reputation, or undesirable consequences of any kind arising from the customer's violation of this obligation.

Company is not liable for any claim, loss, or injury based on any errors, omissions, or other inaccuracies in Company website content or service content or mistakes or errors in Company services.

14) Terms and Conditions as the Basis of Our Agreement

Company has allowed its website to be publicly accessible, including all content, relying on the limitations of liability and disclaimers of warranties and damages set forth in these terms and conditions. These terms and conditions form the fundamental and essential basis of the agreement between Company and the customer. These terms and conditions apply even if the contract between Company and the customer is found to have failed in its fundamental or essential purpose or has been fundamentally breached. If the customer is dissatisfied with any Company performance, material, term, or condition, the sole and exclusive remedy available to the customer is to discontinue use of Company services.

15) Technical Disclaimer and Limitation of Liability

Company reserves the right to terminate website access and all service to any customer in the event that a virus or other harmful software or data is suspected to be contained in the customer's submitted material or is otherwise transmitted by the customer to Company or to our website. If a refund is issued, it may be subject to fees including but not limited to bank and transfer fees, Company processing fees, payment processor fees, administration fees, editor costs, and overhead costs. If it is determined that the customer did, in fact, transmit a virus or harmful software or data to Company, other appropriate remedies may be pursued to the fullest extent allowed by law including for damages to Company and for costs to remove the harmful items and repair the harm done, including to our customers.

Company is not liable or responsible for any damage to computer or network hardware or software, or any other damages, resulting from the transmission of a computer virus or other harmful software or data from the Company website or from any interaction with Company. Company is not liable or responsible for any problems, errors, issues, delays, or interruptions of service due to technical problems including problems with file transfer, problems opening or printing files, or any inability or failure on the part of the customer to understand or properly use email or the Company website or any of its features.

Customer is responsible for taking precautions as necessary to protect himself/herself and any computers from viruses, worms, Trojan horses, and other harmful or destructive content. The Company website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technically inaccuracies, typographical mistakes, or other errors. Company disclaims responsibility for any harm resulting from the use by visitors of the Company website.

16) Quality of Service

Company strives for perfection. We cannot, however, guarantee that proofread, edited, or otherwise serviced material will always be “perfect” or “error free.” No such guarantees are offered. We attain the highest standards possible by offering the services of the best professional editors available and by continually focusing on quality.

The customer is responsible for reviewing all changes and revisions that Company makes to submitted materials. Company provides the markup that shows every change and revision, enabling the customer to easily check each change and revision (as well as see what was not changed or revised). If the customer finds any mistake or error on the part of Company editors, Company will gladly fix it in a timely fashion at no additional charge. In such a case, the customer is responsible for contacting Company and may be asked to describe the problem in writing and indicate in writing the location of the problem in the document.

Company is not obligated to provide a refund if a document serviced by Company contains errors in grammar, punctuation, spelling, or any other mistakes or errors. In general, it is not our policy to provide a refund due to the presence of such errors. Please contact us if you are not completely satisfied with the service you have received, and we will do our best to address your concerns.

17) Refusal of Service

Company reserves the right to refuse service to anyone for any legal reason at any time, at our sole discretion and without explanation.

18) Interruption of Service or Website Access, Scheduled Maintenance

Company is dedicated to providing service 24 hours a day, every day. If, however, circumstances beyond our control cause any delay, service interruption, or interruption of access to our website, Company cannot be held responsible or liable. Such circumstances include technical problems, such as software, internet, network, or server problems; natural disasters; sickness, injury or death; and any other problem that interferes with our ability to provide service or website access. If such a circumstance causes any delay, service interruption, or interruption of website access, Company is not obligated to issue a refund and retains sole discretion in regard to issuing a refund.

If scheduled or unscheduled maintenance is performed by a service provider, utility provider, landlord, government agency, or any other provider or vendor to Company, including but not limited to an internet service provider, hosting service, application support provider, power company, or telephone company, Company cannot be held responsible or liable. If such maintenance causes any delay, service interruption, or interruption of website access, Company is not obligated to issue a refund and retains sole discretion in regard to issuing a refund.

Company customers should be assured that it is critically important to us to be available at all times and to meet or exceed every commitment. We work hard to proactively prevent any inconvenience to our customers, and we will work hard to minimize any inconvenience if we are unable to prevent it. In the event of any unforeseen problem or scheduled outage, we will make every effort to communicate with our customers in advance, if possible, or otherwise in a timely fashion.

19) Termination of Service

Company reserves the right to cancel or terminate all and/or any service(s) to any customer at any time, at our sole discretion, for any legal reason and/or without explanation, effective immediately. Furthermore, Company may at any time, at its sole discretion and without notice, discontinue or terminate its business altogether, including operation of our website, performance of all services, and any other use of our business name. Company is not responsible or liable for damages of any kind resulting from such termination. All provisions hereof which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

20) Contractual Obligations, Cancellation by the Customer

A contract between the customer and Company takes effect when Company receives payment for services. Such payment may be for a “pre-order” in which the customer purchases services to be used at an undetermined future time.

An “order” is defined to be a formal request by the customer that Company perform specific services. The “placing” of an order by the customer constitutes a formal request that Company commence performing the requested services. Company provides an online order form on the Company website that enables the upload of one or more documents for which the customer requests service. The customer is responsible for providing all the information required by the order form and for uploading the documents to be serviced. All the information provided by the customer on the order form must be correct and accurate. The customer assumes all responsibility for any problems, errors, issues, and delays as well as all legal liability resulting from providing incomplete or incorrect information on the order form or omitting to upload the documents to be serviced. After all the required information has been entered on the order form and the documents have been uploaded, the customer must click on “Submit” on the order form to place the order. Upon clicking on “Submit,” either the customer is redirected to a payment processor page to make payment or pre-ordered credit is applied as payment for the order. Once the customer has paid for the order, the order has been placed.

Since Company pricing is based on the total word count of an order and the service ordered by the customer, the customer is advised that entering an incorrect word count on the order form is grounds for the termination of service, all contracts, and all contractual obligations to the customer. Any refund issued as a result of such termination is subject to fees, costs, and penalties including but not limited to bank and transfer fees, Company processing fees for the original purchase, Company processing fees for the refund, payment processor fees for the original purchase, payment processor fees for the refund, administrative fees, editor costs, overhead costs and a 15% penalty based on the standard price of the requested service at the time of the termination and the actual total word count of the order.

The total word count of an order is the sum of the word counts of each of the documents contained in the order that are submitted for service. The order form requires that the customer enter a word count for each document submitted for service. The word count may be determined by any convenient means, but it must accord with the word count displayed by Microsoft Word 2010. If the customer wishes to exclude a portion of any document submitted for service from the request for service, the customer must clearly identify the portion to be excluded in the "Additional Comments" section of the order form. In such a case, Company will not perform the requested service on the excluded portion of the document. In some cases, the customer may omit the word count of excluded portions of a document from the word count entered on the order form for that document. However, in some cases the customer may not omit the word count of excluded portions of a document. If an excluded portion of a document must be read, reviewed, acknowledged, considered, or in any way taken into account by Company in order to adequately perform the requested service on any document contained in the order, the word count of the portion may not be omitted from the word count of the document entered on the order form. Company may determine, at its sole discretion and without explanation, whether a portion of a document must be read, reviewed, acknowledged, considered, or taken into account in order to adequately perform the requested service on any document contained in the order.

The Statement of Work for a given order consists of the conjunction of (i) the order form information entered and confirmed by the customer, (ii) the descriptions of ordered services on the Company website, and (iii) the terms and conditions set forth on this page.

The customer may cancel an order at any time prior to Company completing the order. The order is completed when serviced materials are made available to the customer for download on the Company website. Refund of payment is at the sole discretion of Company and may be subject to fees including but not limited to bank and transfer fees, Company processing fees for the original purchase, Company processing fees for the refund, payment processor fees for the original purchase, payment processor fees for the refund, administrative fees, editor costs, overhead costs and a 15% penalty based on the standard price of the requested service at the time of the cancellation and the actual total word count of the order.

21) Pre-order Credit Refunds

Pre-ordering is a means to allow customers to take advantage of volume discounts by purchasing a large volume of service in advance. Pre-ordered credit is measured by the amount of service purchased, not by the cost amount paid; therefore, if we raise prices, this will not affect the customer's credit balance.

The customer may request a credit refund at any time based on the customer's remaining credit balance. While there is no penalty or any other fee associated with a credit refund, the customer accepts that the refund amount will be based on the original purchase price of the pre-order minus the standard prices of orders placed using this credit at the time the orders are placed--not the discounted prices associated with the pre-order. In other words, the volume discount is lost if the full volume of service pre-ordered is not used.

For example, suppose a customer were to pre-order \$500.00 worth of service but place only one order for 3750 words (15 pages) of light editing before requesting a refund. The price of the order at the discounted, pre-order rate is \$75. The standard price of the order is \$123.75. Since the customer will not fully use the volume of service pre-ordered, the refund would be \$500.00 - \$123.75 = \$376.25.

22) Order Refunds

Company is not obligated to provide any refund whatsoever under any circumstance. We reserve the right to issue a refund at our sole discretion.

23) Jurisdiction

Company is subject to the laws of the UK.. The customer agrees that these laws shall exclusively govern all matters pertaining to the Company website, Company services, or any matter related to the terms and conditions set forth on this page. Venue shall be in exclusively in UK for any litigation or other proceeding involving Company or anyone associated with Company or any other party pertaining to the Company website, Company services, or any matter related to the terms and conditions set forth on this

page. Customer must initiate any cause of action or claim with respect to the Service within one (1) year after the claim or cause of action arises or such claim or cause of action is barred and customer shall waive such action and/or claim.

24) Priority of These Terms and Conditions, Disputes and Litigation

The terms and conditions set forth on this page supersede any prior agreements, oral or written, between Company and the customer with respect to any matter discussed in these terms and conditions. The failure of Company to exercise or enforce any right or provision of these terms and conditions or insist upon or enforce strict performance of any provision hereof shall not constitute a waiver of such right or provision. If any of these terms or conditions is found by a court of competent jurisdiction to be invalid, unlawful, void, or unenforceable for any reason, the parties nevertheless agree that the court should endeavor to give effect to Company's intentions as reflected by the term or condition, with all other provisions of the terms and conditions remaining in full force and effect. The parties further agree that the term or condition in question shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining terms or conditions.

Prior to initiating litigation, the customer agrees to advise Company via certified mail of the alleged dispute. This notification must be sent within 30 days of the date the customer became aware or should have become aware of the alleged dispute. Company is entitled to reasonable attorneys' fees, court costs, expenses, and any other costs for enforcing or defending any aspect of these terms and conditions and any legal dispute related to the use of the Company website or our services.

Company may assign its rights and duties hereunder to any party at any time without notice.

25) Service Descriptions, Terms and Conditions on Other Pages of the Company Website

Company prices and services are described on various pages of our website in addition to this Terms and Conditions page. Use of the Company website or the contracting, purchasing, or ordering of Company services constitutes acknowledgement and acceptance of (i) our prices and services as described on other pages of the website and (ii) any terms and conditions set forth on other pages of our website. In particular, use of the Company website constitutes acknowledgement and acceptance of the policies set forth on our Privacy page.

The prices, service descriptions, terms, and conditions appearing on other pages of our website may be modified, amended, altered, changed, rewritten, or revoked by Company at any time, for any reason and without notice, at the sole discretion of Company. Continued use of the Company website or continued contracting, purchasing, or ordering of Company services constitutes acknowledgment and acceptance of these terms and conditions as modified, amended, altered, changed, rewritten, or revoked.

26) Service and Price Changes, Currency, Quantities, Advance Payment

Company may at its sole discretion, any time and without notice (i) alter, change, modify, supplement, or discontinue any service offering, (ii) introduce new service offerings, and (iii) raise or lower prices, change discount rates, change its price structure, or change its method of determining prices.

All prices quoted are in pounds (£) unless otherwise stated. Company reserves the right to limit quantities and to request payment prior to commencing service.

27) Third Party Websites

The Company website contains links to third party websites, that is, websites that we do not operate or control in any way. Company is not responsible for the information, products, services, practices, terms, conditions, or privacy policies of these websites. We encourage you to be aware when you leave our website and to read the terms, conditions, and privacy policies of the websites you visit.

Some third party websites may display Company content or provide links to our website. Please be advised that the terms and conditions appearing on the Company website supersede third party terms, conditions, or representations in regards to the Company website or the contracting, purchasing, or ordering of Company services. All Company terms and conditions are in full force and effect when accessing Company web content from a third party website.

28) References and Citations

We do not (i) supply missing references or citations, (ii) supply missing information within references or citations, (iii) correct factual information in references or citations, or (iv) check the factual correctness of information contained in references or

citations. The customer assumes all responsibility and liability for missing or incorrect references or citations. The customer should be aware that a missing or inaccurate reference or citation may be grounds for charges of plagiarism or copyright infringement.

29) Customer Service

Company provides customer service and email replies to questions directed to Company customer service. The purpose of Company customer service is to help explain and answer questions about the information provided on the Company website, to help navigate the Company website, and to assist customers with concerns about our services. It is not the purpose of Company customer service to provide technical support relating to email, printing, opening files, or using the standard interfaces provided by the Company website. Any delays or problems caused by customer technical inabilities or attempts by Company customer service to assist with such inabilities are the sole responsibility of the customer. Any technical assistance provided by Company customer service is offered "as is" and is not warranted or guaranteed to be accurate. Any information about Company services or terms and conditions provided by Company customer service is superseded by our website content, including the terms and conditions set forth on this page. Company is not responsible or liable for misinformation about our services or terms and conditions provided by Company customer service if it is in conflict with any information published on our website.

30) Communications

The customer consents to allow Company to communicate (i) by email, (ii) by providing information on the customer's account page of the Company website, (iii) by posting notices on the publicly viewable portions of the Company website, and (iv) by telephone. Under no circumstances will a telephone call be initiated by Company for purposes of marketing or sales; a telephone call would only be initiated by Company in the event of a problem, question, or issue with an account or order.

The customer agrees that all agreements, notices, disclosures, and other communications that Company provides by email, on electronic forms, on the customer's account page, or on the publicly viewable portions of the Company website satisfy all legal requirements that such communications be in writing. Such communications include email and web content accessible from links in email sent by agents or representatives of Company, such as payment processors.