### FirstEditing.com's Terms of Service & Sales

#### 1. ACCEPTANCE OF TERMS AND CONDITIONS

Contracting the services of <u>FirstEditing.com</u> implies acknowledgment and acceptance of the company's terms and conditions as detailed on this page.

# 2. CONFIDENTIALITY, OWNERSHIP & COPYRIGHT OF SUBMITTED, EDITED, OR CREATED MATERIALS

Client documents are received then returned electronically in the context of a secure file transfer system which reduces concerns about unreliable attachment methods. All clients must have a valid email. Our clients retain sole copyright, ownership, intellectual property, and control over all materials submitted to us, including any documents subsequently created or developed by us and/or our editors.

## 3. CONTENT OF SUBMITTED, EDITED, OR CREATED MATERIALS

Clients are reminded that breach of copyright and plagiarism are illegal. We assume NO liability for the infringement of third party copyright in the content of our clients' documents. It is the client's sole responsibility to properly research and include all acknowledgments and citations within their text.

Furthermore, FirstEditing.com is neither responsible nor liable for any damage to computer hardware, software, websites, content or other assets arising from the distribution of computer viruses.

### 4. FirstEditing.Com's RESPONSIBILITY

All documents are edited and/or re-created to a high standard. However, FirstEditing.com provides no guarantee that the client's work will be error-free. FirstEditing.com does, however, guarantee that they will re-edit at no-cost their clients' original writing job according to their ORIGINAL instructions should the client locate and specify any errors or omissions after the initial editing services.

The company is not liable for incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including loss of revenues or profits, loss of business or reputation, or loss of data, in any way related

to this service. FirstEditing.com is not responsible for any claim, loss, or injury based on errors or any other inaccuracies appearing on our site or in our clients' written documents (including without limitation as a result of any breach of the terms of this agreement).

All of our contracted editors provide the best possible service to the best of their ability and cannot guarantee that the written documents are "perfect" or "without error." The depth of editing provided will vary based upon the editor selected, the level of services contracted and the magnitude of instructions provided by the client while placing their original order.

#### 4. INDEMNIFICATION

Clients agree to indemnify and hold FirstEditing.com, its subsidiaries, affiliates, agents, employees, contractors, owners and officers, harmless from any claim, including reasonable attorney's fees, or as may be made by any third party due to or arising from use of the site, services or products, or violation of the terms and conditions by the client, or infringement of any intellectual property or other right of any person or entity by the client.

### 5. RETURNS / REFUNDS / CANCELLATION POLICY

All eBooks and/or electronically issued informational products have a 100% Money Back Guarantee. If you are not 100% satisfied with this product, simply return it within 1 year and we will refund your money.

Clients acknowledge and agree to our refunds policy which clearly states that all editorial and consulting services are performed to the best of our abilities, begin immediately upon ordering and will be rendered on their behalf in good faith.

Cancellation of editing services must be submitted in writing via email or fax. Phone calls, voice / chat messages and/or standard post/letters will not be acknowledged as formal cancellation.

Upon receipt, FirstEditing.com will contact the assigned editor to cancel the project and to immediately discontinue editing services. Upon successful discontinuation/cancellation of editorial services, FirstEditing.com will then contact the client within 24 hours and notify them of their editing status.

Editing service charges will be calculated and retained according to the degree of services provided, if any, by the editor prior to receipt and successful cancellation of client's service request. Services already performed by the editor will be delivered along with the remainder of the payment for the services not fulfilled due to cancellation.

No returns, service credits nor refunds will be issued for editing services ordered and completed by our editors and consultants. All fulfilled services are delivered to our website's Client Center and electronically transferred via email to the client's originally submitted email address. We are not responsible for any inaccessibility, including but not limited to lost passwords, email submission errors and/or failed transmissions.

This policy applies to orders placed on-line or by phone and paid via credit card, eCheck, international wire transfer or PayPal. Please note that we do NOT accept money orders, paper checks or job orders delivered via standard post. All transmissions and orders must be placed electronically. Successfully transmitted orders will be acknowledged with a formal receipt by email within 24 hours of receipt.

#### 6. REQUESTS FOR RE-EDITING

Clients agree to resolve any questions, concerns or disputes regarding the quality of their completed editorial services by formally submitting a written request for a reedit. This request for a re-edit must specifically outline all questions, concerns and/or possible editorial errors or omissions so that

FirstEditing.com's editors may clearly address, respond and/or correct the areas of concern on the client's behalf as quickly and professionally as possible.

Client's request for a review and re-edit applies only to their original text and will be edited according to their original written instructions. Corrections consist of any grammar, spelling, punctuation, editorial changes, or possible mistakes within the final edited work returned to the client by FirstEditing.com.

Thus, it does not include any additional re-editing, changes, additions or alterations made by the author/client after delivery of services. (That would create a new document and require a new editing project to be ordered.)

FirstEditing.com will acknowledge receipt of the client's request for a review and begin immediate re-editing within 24 hours.

#### 7. CLAIMS OF MISREPRESENTATION

The editing services described within our website are open guidelines for the client to determine their specific editorial needs. As each project, editor, text and client is unique, FirstEditing.com will provide the services based upon the unique instructions specifically outlined by the client when originally placing their order.

Under no circumstances is it FirstEditing.com's intent to mislead or fraudulently portray the services provided. All efforts are made to honestly describe and provide the services described within our website. Therefore, we offer all client's professional consultation and free editing samples prior to placing an order.

# 8. MODIFICATION OF TERMS & CONDITIONS AS DISPLAYED ON FirstEditing.Com's WEBSITE

The terms and conditions contained herein may be amended, altered, or revoked at any time, for any reason and without notice.

General Contact information: <a href="mailto:editors@FirstEditing.com">editors@FirstEditing.com</a>

Customer Service: cservice@FirstEditing.com

FAX: +1 (866) 447 – 1384

Submit all questions, concerns and/or disputes in writing to the above. Please include your Job ID to ensure better service.

Please note that we are an ONLINE company which conducts all transactions and communications electronically. Please do NOT submit formal mail to our street address. This will cause significant delay and undue stress in receiving quick and efficient communication. Thank you for your understanding.

Thank you for choosing FirstEditing.com!