

TERMS AND CONDITIONS OF USE

By submitting a writing to r.a.w. edit, LLC [www.raw-edit.com] (the “Editor”), for editing services, you (the “Owner” or “You”) agree to these Terms and Conditions of Use (the “Agreement”). Unless otherwise stated, Editor owns the intellectual property rights in the website and material on the website. Subject to the information below, all these intellectual property rights are reserved.

Review and Editing

Subject to this Agreement, the Editor will provide editing services to You.

The Editor will endeavor to complete review no later than five days after the date the project is submitted through the website (the “Review Deadline”).

Intellectual Property Rights

The writing You submit for editing is “Your Work,” and Editor does not have any right, title or interest in Your Work, as submitted.

For purposes of this Agreement, the term “Edits” or “Modified Work” shall mean all work product prepared by the Editor relating to a submitted project, including without limitation all edits and edited or rewritten versions of the project. Owner may submit Work to Editor subject to this Agreement. Work may consist of articles, essays, stories, poems, materials, writings of any kind, or any other content submitted.

The Editor acknowledges that Your Work, and all Edits and Modified Work are owned by the Owner. The Editor hereby assigns to the Owner all worldwide right, title, and interest in and to the Edits and Modified Work including, but not limited to, the copyright in the Work and all subsidiary rights in the Work. The Editor specifically disclaims any intellectual property rights in and to Your Work and any Edits or Modified Work.

Disclaimer of Warranty:

The Editor in its sole discretion may make any editorial revisions and changes in the Work as it deems appropriate. These changes may include, but are not limited to, changes in style, grammar, punctuation, language, content, or structure based on service requested, all of which will be “Edits” or “Modified Work.” Edits or Modified Work are suggestions only, and You accept the Edits and Modified Work, as is. Editor makes no warranty as to the quality, efficacy, accuracy, or viability in the publishing industry, of any Edits or Modified Work. Nor does Editor guarantee a certain amount of editing.

Payment

As compensation for the Editor's services reviewing the Work as described in the section above, the Owner shall pay the Editor at the rate described at the time of checkout. That amount shall be payable at the time of checkout. Payment in full is required before Editor performs any editing services.

Termination of Services

At any time prior to return, the Editor may determine, at its sole discretion that the Work is not, or is no longer, viable for completion. In such event, the Editor may, at its option, terminate its services under this Agreement ("Termination"), in which event the Editor shall have no further obligations to provide further Edits to Your Work. Regardless of such Termination, in recognition of work done in good faith, the Editor shall be entitled to receive and retain payments made prior to Termination of Services.

Owner's Representations and Warranties

The Owner represents and warrants that Your Work: (i) is and shall be original, except for material in the public domain and such excerpts from other works as may be included with the written permission of the respective copyright owners, (ii) does not and shall not contain any libelous or obscene material or injurious formulas, recipes, or instructions, (iii) does not and shall not infringe any third party trade name, trademark, or copyright, and (iv) the Work does not and shall not invade or violate any right or privacy, personal or other proprietary right, or other common law or statutory right. All submissions are deemed originals. The Owner, not the Editor, assume responsibility for original content. If you submit Your Work to this Editor, you represent and warrant: (a) that the content is original, that you have full power to make this Agreement, and that you are the sole author(s); (b) that Your Work has not been previously published in whole or in part except as you have informed Editor in writing; (c) that no other agreement to publish Your Work is now outstanding except as you have informed Editor in writing; (d) that no part of Your Work violates or infringes upon any copyright; (e) that there are no rights, licenses, or commitments of any nature outstanding in favor of anyone that would or might impair or interfere with the rights granted by you to Editor including but not limited to the right to publish or display Your Work on Editor's website; and (f) that Your Work contains no statement known to be false where such statement is part of non-fiction content, and (g) Your Work is free of any libel or libelous innuendo, and is in no other way harmful.

Indemnification

The Owner shall indemnify the Editor and their respective licensees and assignees and hold them harmless from any and all losses, damages, liabilities, costs, charges, and expenses, including reasonable attorneys' fees, arising out of any breach of any of the Owner's representations and warranties contained in this Agreement, or third-party claims relating to the matters covered by these representations and warranties. In addition to other remedies available to the Editor, the Editor may charge the amount of any such losses, damages, liabilities, costs, charges, and expenses against any sums accruing to the Owner under this Agreement.

Who Can Engage the Editor

Parties who wish to view the website or submit material to be reviewed by the Editor may engage Editor. These terms and conditions are for the benefit of the Owner and Editor, and are not intended to benefit any third party or be enforceable by any third party. The exercise of Editor's and Owner's rights in relation to these terms and conditions is not subject to the content or action of any third party.

Confidentiality; Competing Works

The Editor shall not, in any manner or at any time, directly or indirectly, disclose the Work, or any portion thereof, or any information therein (collectively, the "Proprietary Information") to any person, firm, association, organization, or entity (hereinafter, simply "person"). The Editor shall not use for its own benefit or for any third party's benefit, or permit or assist any person (other than the Editor, the Owner, or any other person designated by the Owner) to use any of such Proprietary Information, excepting only (i) disclosures or uses expressly authorized by Owner in writing; and (ii) disclosures required by applicable law or legal proceeding.

Dispute Resolution

If You dispute a Termination by Editor, you agree to inform Editor in writing of the dispute, at which time Editor will have thirty (30) days to respond. Editor is not obligated to change its Termination decision, but will in good faith review a disputed Termination. If this or any other dispute persists, the parties agree to resolve such dispute via arbitration under the American Arbitration Association.

Website Content (Quality, Accuracy & Use)

Owner must not use Editor's website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. The views expressed unless specifically stated are not those of Editor.

Editor does not warrant, represent or guarantee: (a) the accuracy of the information published on this website; (b) completeness of the information published on this website; or (c) that information published on this website is up-to-date. From time-to-time the website or features of the website will be unavailable. Such unavailability may be the result of defects in the website software, scheduled or emergency maintenance procedures, or failures of third party service providers. Editor does not commit to ensuring that the website will be available at any particular time. Furthermore, Editor does not commit to ensure that the website will continue to be published in the future.

Editor includes interactive features that allow users to communicate with the Editor. You acknowledge the limited nature of such communication. Access to certain areas of the website may be restricted. Editor reserves the right to restrict access to other areas of the website including but not limited to: categories in whole or part, the whole website, etcetera, at Editor's discretion.

Editor and its logos are trademarks belonging to Editor. We give no permission, without prior written consent, for the use of these trademarks, and such use will constitute an infringement of Editor's rights, which Editor may enforce to the full extent permissible by law. Any other registered or unregistered trademarks submitted on Editor's website are the property of their respective owners. Unless stated otherwise, Editor does not endorse and is not affiliated with any of the holders of any such rights and as such cannot grant any license to exercise such license or other rights.

Owner must not use Editor's website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. Owner must not use Editor to copy, store, host, transmit, send, use, publish, or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. Owner must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to Editor without Editor's express written consent. Owner must not use Editor to transmit or send unsolicited commercial communication. Owner must not use Editor for any purpose related to marketing without Editor's express written consent.

From time-to-time Editor may run competitions, free prize draws and/or other promotions on Editor's website. These will be subject to separate terms and conditions (that we will make available to you as appropriate).

Editor may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of the Editor website from the date of the publication of the revised terms and conditions on the Editor website.

Liability for Actions of Users of Editor

Neither Editor nor its owners, editors, employees, officers, agents, partners or members accept responsibility for any loss or harm incurred as a result of or related to use of the Editor. Any perceived threat of violence or harm written in submissions, such threats as brought to the written attention of Editor, may be subject to refusal, removal, or possible legal action from the Editor.

Editor will not be liable to Owner in respect of any:

- loss arising out of any event or events beyond Editor's reasonable control;
- business losses;
- loss of or damage to profits, income, revenue, or anticipated savings;
- loss of production;
- loss of business, contracts, commercial opportunities or goodwill;
- loss or corruption of any data, database or software;
- special, indirect or consequential loss or damage;

- losses arising out of any acts or omissions of any hosting services provider, payment services or other third party services provider;
- any losses or damages whatsoever arising from or related to any use of this website.

If Owner submits Work to Editor, Owner agrees to the publication of comments, reviews and/or feedback relating to you, by others or by Editor. Owner acknowledges that such comments, reviews and/or feedback may be critical or defamatory and Owner agrees that it will not hold Editor liable in respect of any such comments, reviews and/or feedback, irrespective of whether Editor is aware or ought to have been aware of such comments, reviews and/or feedback.

Rights to Information Published

Owner may view and print pages from Editor for its personal use, subject to the restrictions set out below and elsewhere in these terms and conditions of use. Owner must not: (a) republish material from this website (including republication on another website); (b) sell material from the website; (c) reproduce, duplicate, copy or otherwise exploit material on Editor for commercial purpose.

Owner grants Editor a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute Owner's Work in any existing or future media of Editor. Owner also grants Editor the right to sub-license these rights.

External Links

Editor may include hyperlinks to other websites owned and operated by third parties. These links are not recommendations or endorsements as to opinion or facts presented on these third party websites. Editor has no control over the contents of third party websites, and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

Legal Jurisdiction; Applicable Law

These terms and conditions will be governed by and construed in accordance with the laws of the State of Ohio and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of the state of Ohio, Franklin County.

The intent of the Owner and Editor is to comply fully with all applicable laws and public policies to the extent possible. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Breach of Agreement

Without prejudice to Editor's other rights, if Owner breach this Agreement in any way, or if Editor reasonably suspects that Owner has breached these terms and conditions of use in any way, Editor may do any or all of the following: (a) send Owner one or more warning; (b) permanently prohibit Owner from accessing the website; (c) block computers using Owner's IP address from access to the website; (d) contact Owner's internet services provider and request that they block Owner's access to the Editor; (f) bring court proceedings against Owner for breach of contract or otherwise; and/or (g) delete and/or edit any or all of Owner's Work.

Complete Agreement

This Agreement constitutes the complete understanding of the parties and supersedes all prior agreements of the parties relating to the Editor or the Work. No amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by all parties affected by the amendment or waiver. The headings of the various sections of this Agreement are not part of the substance of this Agreement, are only labels to assist in locating those sections, and shall be ignored in construing this Agreement. Where permitted or required by the context, all pronouns used in this Agreement shall include the same pronouns in other genders and numbers, and all nouns used in this agreement shall include the same nouns in other numbers.

Acceptance of Agreement

If the terms of this Agreement are satisfactory to you, please, submit your Work in acknowledgement of receipt and understanding. This Agreement is void if altered by the Owner in any way.