

## STUDENT TERMS AND CONDITIONS

Use of the dawnproofperfect.co.uk web site or the contracting of ProofPerfect's services constitutes acknowledgement and acceptance of the company's terms and conditions as detailed in this document.

### 1. CONFIDENTIALITY, OWNERSHIP AND COPYRIGHT OF DOCUMENTS

ProofPerfect is committed to providing a secure, reliable and confidential service to our customers. We appreciate the sensitivity of your documents and take intellectual copyright, classified material and other forms of confidential documents very seriously.

The customer retains sole copyright, ownership and control over all materials submitted to ProofPerfect for proofreading and editing, including any materials subsequently created or developed by ProofPerfect.

No work will ever be shared with any third party.

### 2. CONTENT OF SUBMITTED OR CREATED MATERIALS

Customers are advised that plagiarism and breach of copyright are serious offences. ProofPerfect reserves the right to decline invitations to provide price quotes from potential academic clients whose job request refers to the reworking of plagiarized content. In situations where copyright infringement or plagiarism is discovered or suspected after a document has been accepted for editing, customers are advised of the serious nature of such breaches and editing will not proceed.

With regard to student proofreading, the client acknowledges and agrees that ProofPerfect is not liable for and cannot be held responsible for any mark or grade received in respect of any academic paper. The client is responsible for seeking and gaining permission from their educational establishment for the use of proofreading services.

Whilst recognizing the right to free speech, ProofPerfect reserves the right to refuse to proofread/edit or create any document that advocates or incites violence, hatred or discrimination in contravention of national and international laws.

The information contained in customer documents edited by this service may include opinions or views that are not those of ProofPerfect or any

person associated with dawnproofperfect.co.uk. ProofPerfect is not responsible or liable in relation to the use of information contained in customer documents including misleading or defamatory statements, or the infringement of third party copyright.

Users of the dawnproofperfect.co.uk web site are prohibited from posting or transmitting to the site any virus infected material, and unlawful, threatening, libellous, defamatory, obscene, pornographic, or other material that would violate any law.

### 3. SERVICE QUALITY AND STANDARDS

ProofPerfect strives to provide complete satisfaction to customers and top quality editing service. All documents are proofread, edited or created to a high and exacting standard. However we do not guarantee that edited documents are “perfect” and “error free”.

The customer is responsible for reviewing the edited document upon completion and for contacting ProofPerfect should errors be discovered. ProofPerfect will correct any outstanding issues within a document that has been made by our editors.

ProofPerfect is not responsible for any errors made in any additional editing carried out by anyone once the final version has been sent to the client.

ProofPerfect is not liable for incidental, indirect, consequential, special, punitive, or exemplary damages including lost revenues or profits, loss of business, or loss of data related to this service. This exemption applies to any claim, loss or injury based on errors or omissions, interruptions, or any other inaccuracies that may appear on the ProofPerfect web site or in an edited customer document.

ProofPerfect is not obligated to refund the cost of the service in the case of an edited document being less than perfect. We request that the customer contact us if not completely satisfied with the service and we will make every effort to remedy the situation.

ProofPerfect is not obligated to refund the cost of the service in the case of an edited document being less than perfect once the document is published.

This also applies if an author edits the document or adds new material once it has been proofread/edited by ProofPerfect and returned to the author.

#### **4. ACCURACY OF CLIENT INFORMATION**

The customer is responsible for providing true and accurate information with respect to their name, address, phone number, email address and all payment details. Failure to provide correct and accurate information can result in a refusal to provide service. The customer assumes all responsibility for any problems, errors, issues, as well as legal liability resulting from such false information.

#### **5. OWNERSHIP AND COPYRIGHT OF BUSINESS NAMES AND WEB SITE CONTENT**

The dawnproofperfect.co.uk, any subsidiary Web sites, and the business name Dawn ProofPerfect are owned and operated by dawnproofperfect.co.uk. All material on this site and subsidiary sites including services, policies, copy and prices are protected by international copyright and trademark law. These names and the web site content cannot be used, copied, reproduced, republished, transmitted, framed, printed or modified without the express permission of dawnproofperfect.co.uk.

Anyone wishing to link to the ProofPerfect web site, or advertise our services should contact us first.

#### **6. REFUSAL OR DENIAL OF SERVICE**

ProofPerfect reserves the right to deny or refuse service to any customer or prospective customer for any reason and without explanation.

#### **7. FINANCIAL FRAUD OR THEFT**

ProofPerfect is not liable for the fraudulent use of any credit card or other payment method that may be used to purchase its services.

#### **8. INDEMNIFICATION**

The customer agrees to indemnify and hold ProofPerfect and anyone associated with ProofPerfect harmless from any claim or demand, including reasonable fees and costs for the service of an attorney, or as may be made by any third party due to or arising from use of the site or service, or

violation of the terms and conditions by the customer, or infringement of any intellectual property or other right of any person or entity by the customer.

ProofPerfect gives no assurances or warranty regarding the accuracy, currency or applicability of any of the web site contents in relation to specific situations and particular circumstances, and disclaims all liability in respect of such information.

## **9. TECHNICAL DISCLAIMER**

ProofPerfect is not liable or responsible for service delays resulting from unforeseen circumstances such as technical problems including server or connection issues that are beyond our control. We will make every effort to meet deadlines and communicate with customers in the case of technical problems.

ProofPerfect is not liable or responsible for any damage to computer hardware or software arising from the distribution of a computer virus through the use of the ProofPerfect web site or system.

## **10. TERMINATION OF SERVICE AND CONTRACTUAL OBLIGATIONS**

In the event of a customer violating any or all of the terms and conditions contained in this document, ProofPerfect reserves the right to terminate all service and contractual obligations with the customer. Furthermore, ProofPerfect may, at its discretion, discontinue or terminate operation of its web site, services or trading name without notice at any time and for any reason.

The customer is responsible for providing accurate and descriptive requirements to ProofPerfect at the time of submitting a job, or prior to a quote being issued. These requirements form the statement of work. Failure by the customer to provide correct and accurate information in the statement of work may result in the cancellation of a transaction. Where a transaction is cancelled due to a breach of these terms and conditions, a refund will be offered to the customer of all money paid less any associated cost incurred by ProofPerfect including bank/transfer fees and editor costs. The customer assumes all responsibility for any problems, errors, issues, as well as legal liability resulting from an incorrect statement of work.

ProofPerfect reserves the right to cancel service to any customer where a virus is suspected in submitted documents. In the case of a transaction a

refund will be issued less any associated cost incurred by ProofPerfect including bank/transfer fees, editor costs and virus removal costs.

ProofPerfect reserves the right to cancel service to any customer for any reason and without explanation.

## **11. PAYMENT**

Full payment must be received before final work is sent back. Customers are advised to ensure they have funds available to pay our fees.

Account customers submitting work to ProofPerfect are responsible for paying the invoice in full within 14 days of the date of the invoice. Failure to meet this requirement may result in a termination of services by ProofPerfect and subsequent action to retrieve arrears.

## **12. MODIFICATION OF TERMS AND CONDITIONS**

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