Ins & Outs English Services

General Terms for Supply of Services

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1—DEFINITIONS

"Editor" refers to Ins & Outs English Services, with place of business in Via Francesco Trevisani 6, 34139, Trieste (TS, Italy); email: insandouts.enservices@gmail.com; VAT number 01379340324;

"Service Categories" refers to the following:

Business Services: Editing services dedicated to clients whose work lies within the business field (excluding academic works).

- Marketing Copy: Editing of marketing copy and other types of marketing materials (word count up to 500 words) that includes copy editing, line editing, register check, turnaround of 7 business days and Essential Post-Edit Support for 2 months. Additional text: The client may request the editing of additional texts (priced each) within 12 months from the purchase of the first Marketing Copy service at a reduced price; Essential Edit Support for 2 months will be applied to each text. Subscriptions: With advanced payment, the Client may request the Marketing Copy service repeatedly for a period of 2, 6 or 12 months for a maximum number of 7, 14 or 21 texts (of maximum 500 words each), respectively; Essential Edit Support will be applied for the whole period of the subscription.
- Websites: Editing of text to be posted on websites that includes copy editing, turnaround of 5–20 business days and Essential Post-Edit Support for 6 months.
- **Documents**: Editing of text of business nature (excluding academic works) that includes copy editing, turnaround of 5–20 business days and Essential Post-Edit Support for 6 months..
- General Correspondence: Editing of correspondence (word count up to 1000 words) that includes copy editing, line editing, register check, turnaround of 3 business days and Essential Post-Edit Support for 2 months. Additional text: The client may request the editing of additional texts (priced each) within 12 months from the purchase of the first General Correspondence service at a reduced price; Essential Edit Support for 2 months will be applied to each text. Subscriptions: With advanced payment, the Client may request the General Correspondence service repeatedly for a period of 2, 6 or 12 months for a maximum number of 7, 14 or 21 texts (of maximum 1000 words each), respectively; Essential Edit Support will be applied for the whole period of the subscription.

Literary Services: Editing services dedicated to clients whose work lies within the literary field.

• **Project Assessment**: Assessment of a project for short stories (15,000 words max) or novels in the fantasy, science-fiction and romance genres prior to their writing with respect to literary market readiness and developmental readiness. Essential Post-Edit Support for 12 months.

- **Manuscript Assessment**: Assessment of draft short stories (15,000 words max) or novels in the fantasy, science-fiction and romance genres with respect to literary market readiness, developmental readiness and English language quality, including consultation on publishing readiness. Essential Post-Edit Support for 12 months.
- **Developmental Editing**: Editing of draft short stories (15,000 words max) or novels in the fantasy, science-fiction and romance genres that includes developmental editing. Essential Post-Edit Support for 12 months.
- Line Editing: Editing of draft novels or short stories that includes line editing. Essential Post-Edit Support for 12 months and Enhanced Post-Edit Support for 12 months.
- **Copy Editing**: Editing of draft novels or short stories that includes copy editing. Essential Post-Edit Support for 12 months and Enhanced Post-Edit Support for 12 months.
- **Proofreading**: Editing of draft novels or short stories that includes proofreading. Essential Post-Edit Support for 12 months.
- **Standard Novel Package**: Editing of draft novels in the fantasy, science-fiction and romance genres that includes developmental editing, line editing and copy editing. Essential Post-Edit Support for 12 months and Enhanced Post-Edit Support (for line editing and copy editing only) for 12 months.
- Advanced Novel Package: Editing of draft novels in the fantasy, science-fiction and romance genres that includes developmental editing, line editing, copy editing and post-translation editing. Essential Post-Edit Support for 12 months and Enhanced Post-Edit Support (for line editing and copy editing only) for 12 months.
- **Premium Novel Package**: Editing of draft novels in the fantasy, science-fiction and romance genres that includes the Manuscript Assessment service, developmental editing, line editing, copy editing and post-translation editing. Essential Post-Edit Support for 12 months and Enhanced Post-Edit Support (for line editing and copy editing only) for 12 months.

Academic Services: Editing services dedicated to clients whose work lies within the academic field.

- **Standard Editing**: Editing of academic manuscripts that includes copy editing, turnaround of 5–20 business days and Essential Post-Edit Support for 3 months.
- **Express Editing**: Like Standard Editing but with faster turnaround, 1–5 business days.
- Advanced Editing: Editing of academic manuscripts that includes copy editing, line editing, posttranslation editing, register check, turnaround of 5–20 business days and Essential Post-Edit Support for 3 months.
- **Premium Editing**: Editing of academic manuscripts that includes copy editing, line editing, posttranslation editing, use of publisher's house rules, word count reduction, register check, turnaround of

5–10 business days Essential Post-Edit Support for 12 months and Enhanced Post-Edit Support for 12 months.

More Editing Services: Editing services of generic nature that include the editing of text that does not fall in the abovementioned Categories.

- Short-Text Editing: Editing of text—of 1000 words in length at most—of any nature as long as it is not included in the abovementioned Categories. This service includes copy editing, turnaround of 3–5 business days and Essential Post-Edit Support for 3 months.
- Long-Text Editing: Editing of text—of 1001 words at least— of any nature as long as it is not included in the abovementioned Categories. This service includes copy editing, turnaround of 5–20 business days and Essential Post-Edit Support for 3 months.
- Job Seekers: Editing services dedicated to clients looking for a new job. Editing of text (e.g., CVs, cover letters and applications) that includes copy editing, line editing, turnaround of 5–7 business days and Essential Post-Edit Support for 3 months.

"Service Activities" refers to the following:

- **Proofreading** (final revision)
 - **Description**: Activity aimed at ensuring that the text (including front and back matter, and paratext in novels and short stories) is error-free (also in reference to page numbering, chapter titles, and page and picture captions).
 - **Categories that include proofreading**: Proofreading is included in all Service Categories except the Literary Services Category, where the proofreading service may only be requested if the manuscript has previously been entrusted to an editor who has already performed developmental, line and copy editing on the text.
- Copy editing (grammar, syntax and punctuation)
 - **Description**: Activity that consists in reviewing the manuscript in order to correct errors and inconsistencies in grammar, syntax and punctuation. The Editor provides a summary sheet (style guide) showing the changes made.
 - **Categories that include copy editing**: All Business Services, Copy Editing Literary Service, all Academic Services, Job Seekers Services, and Short- and Long-Text Editing Services.
- Line editing (logic, flow and paragraph structure)
 - **Description**: Activity of more extensive editing with respect to copy editing, as it is aimed at changing paragraphs and periods to improve the flow of the text. It can include the partial re-

writing or ex novo writing of passages. The Editor provides a summary sheet (style guide) showing the changes made.

- Categories that include line editing: Marketing Copy and General Correspondence Business Services, Line Editing Literary Service and all Novel Packages, Advanced and Premium Editing Academic Services, Job Seekers Service.
- It can be requested for the following (subject to availability): Websites and Documents Business Services, and Short- and Long-Text Editing Services.
- Post-translation editing
 - **Description**: Activity that consists in checking the accuracy of a text translated from Italian to English exclusively against the original text.
 - It can be requested for the following (subject to availability): All Business Services, all Literary Services (excluding Novel Packages, some of which already include it), Job Seekers Service, and Short- and Long-Text Editing Services.
- Use of publisher's house rules
 - **Description**: Within line editing and copy editing activities, should the reference publisher have a style guide, this may be employed while conducting the above Service Activities (excluding points related to layout or legal aspects).
 - Categories that include use of publisher's house rules: Premium Editing Academic Service.
- Word count reduction
 - **Description**: Activity aimed at reducing the total word count of the text, also by eliminating redundant periods and expressions, where possible.
 - Categories that include word count reduction: Premium Editing Academic Service.
- **Developmental editing** (plot, flow and characters)
 - **Description**: Activity that analyses and improves characterisation, plot and overall flow. The Editor provides a summary sheet showing the revisions made and is available for a 2-hour phone or video call with the Client to discuss the findings of the activity within the post-edit support period.
 - **Categories that include developmental editing**: Developmental Editing Literary Service and Novel Packages, only for the following literary genres: fantasy, science fiction, romance.
- Register check
 - **Description**: Activity included in line editing that ensures that the register used in the manuscript is appropriate in terms of the type and purposes of the text.
 - **Categories that include register check**: Marketing Copy and General Correspondence Business Services and Advanced and Premium Editing Academic Services.

"Client" refers to anyone who requests the above editing services by filling out the dedicated online form at <u>https://www.ins-n-outs.com/get-a-quote</u> provided by the Editor or by sending an email to the email address <u>insandouts.enservices@gmail.com</u>;

"Contract/s" refers to the contract/s for the supply of editing services;

"Parties" refers to the Editor and the Client jointly;

"Start Date" refers to the day on which the Editor receives—if concurrently—the contract signed by the Client, the Work and the receipt of the bank transfer made to pay for the costs via email at <u>insandouts.enservices@gmail.com</u>, that is, the day on which the last of the abovementioned documents is submitted.

"**Delivery Time**" refers to the date agreed upon by the Parties for the supply of Editing Services and Activities and is expressed in number of business days needed for fulfilling the Contract from the Start Date;

"Turnaround" refers to the Delivery Time of the Edited Work and can be:

- **Standard turnaround**: The Delivery Time of the Edited Work is established by the Parties and indicated in number of business days needed;
- Express turnaround: The Delivery Time of the Edited Work is faster than standard turnaround. This service is only included in the price for the Express Editing Academic Service. For all other Service Categories, express turnaround is subject to explicit request by the Client and availability of the Editor and results in an increase in cost.

"**Business days**" refers to days from Monday to Friday, in consideration of the public holidays according to the Italian calendar.

2—SUBJECT

The present document includes the general terms for the supply of editing services (hereafter "General Terms") of the Editor. The following General Terms apply to all Contracts that will be stipulated between the Editor and the Client who requests the Editing Services and Activities by filling out the dedicated online form at https://www.ins-n-outs.com/get-a-quote by sending a request to the email address insandouts.enservices@gmail.com.

3-PLACING AN ORDER AND ENTERING INTO THE SALES CONTRACT

3.1 The Client, to allow the Editor to make a quote for the requested Service and Activity, commits to submitting to the Editor, concurrently with the request indicated in the following point 3.2, two pages from the Work.

3.2 The Contract will be considered entered into when the Client, once they have sent the request to the Editor by filling out the dedicated online form or by sending a request via email in accordance with the above art. 2 and once they have accepted the quote made by the Editor by signing it, will sign the Contract and send, via back transfer, the full amount quoted concurrently with the material that is the subject of the Contract.

3.3 In particular, the Client, for the purposes of entering into the Contract, must submit to the Editor, via email at the email address **insandouts.enservices@gmail.com**, the signed Contract and receipt of the payment made.

4—SERVICE DELIVERY

4.1 The Editor will provide the Editing Services within the agreed turnaround.

4.2 The Delivery Time of the Service provided by the Editor is calculated starting from the date on which the Client fulfils the terms indicated above in art. 3.2.

4.3 The Client is responsible for providing all materials, documents and necessary information for Service supply within the deadline agreed upon by the Parties. If the Client is unable to meet the abovementioned deadline, this might prevent the Editor from fulfilling the supply of services, delay delivery or result in additional costs.

5—SERVICE AVAILABILITY AND RIGHT TO REFUSE SERVICE

5.1. All services and turnaround are subject to the Editor's availability and the volume of work at a specific moment in time.

5.2 The Editor, therefore, will only accept jobs that they know they can complete within the deadline agreed upon with the Client.

5.3 The Editor can refuse to accept Editing Service requests from Clients at their own discretion if the information provided by the Client upon filling out the online form or submitting the request via email is erroneous or unreliable. In this case, the Client will be informed, via email, that the Contract has not been entered into or cannot be fulfilled and that the Editor has not confirmed the service request, specifying the reasons. In the abovementioned event, any sum already paid by the Client will be refunded.

5.4 Furthermore, the Editor reserves their right to refuse any job that is believed to present plagiarized contents or contents of racist, discriminative or offensive nature, as well as any job that violates national or international law. The Editor will inform the Client of the above by formal means as indicated in the above art. 5.3.

5.5 Following acceptance of the supply of Editing Services and Activities, the Editor has the right to subsequently refuse the job if it does not satisfy the standards that allow for the completion of the job by the Editor. The Editor will inform the Client of the above by formal means as indicated in the above art. 5.3.

5.6 In the case in which the Editor is unable to meet the deadline previously agreed upon with the Client, excluding any delay due to unforeseen circumstances out of the Editor's control, the Editor will make this known as soon as possible, and in the case in which the Client will be in agreement, a new deadline will be determined.

6—POST-EDIT SUPPORT

6.1 The Essential Post-Edit Support service, that is, support provided after the conclusion of the service that is the subject of the stipulated Contract, allows the Client, should they be unsatisfied, to access a consultation service aimed at removing any doubts or perplexities regarding the received service.

6.1.2 The Client can access the Essential Post-Edit Support service within the deadline expressed in the Contract.

6.2 The Enhanced Post-Edit Support service, that is, the subsequent revision—up to a maximum of 10% or 30% of the text—of an amount of work with respect to a service or activity already provided by the Editor, can only be accessed for certain services or activities, specifically Line Editing and Copy Editing Literary Services (10% of text) and Premium Editing Academic Service (30%); further, by requesting the line editing add-on service, Enhanced Post-Edit Support may also be accessed with Websites and Documents Business Services and Long-Text Editing Service (all 30%).

6.2.1 The editing of more than 10% or 30% of text, as defined in the above point 6.2, will be considered a new project, for which the Parties will have to negotiate a new contract.

7—SALES PRICES

7.1 Prices are shown at <u>https://www.ins-n-outs.com/pricing</u> as well as attached to the present General Terms and include VAT as well as the consultation and Essential Post-Edit Support. The Editor reserves their right to change the prices at any time, with this having no impact on orders that have already been confirmed.

7.2 The quotes sent to the Client following the Client's service request are valid for a period of TWENTY business days from the moment in which the Client receives them from the Editor via email.

7.3 In the event in which the needs of the Client or the Editor change or the timings differ from what is indicated in the quote, the costs will be modified accordingly.

8—PAYMENT

8.1 Payment will need to be made via bank transfer IBAN IT39S030150320000006251059 upon signing the Contract. Payment receipt will need to be sent to the Editor concurrently with a copy of the Contract signed by the Client.

8.2 Arrear interests on invoiced and expired amounts will be accumulated according to the law, in the maximum amount allowed, and will become effective from ten days after receiving the order confirmation email to the date of actual payment.

9-DISCOUNTS

The Editor offers access to the following discounts should the prerequisite conditions be satisfied:

a) Loyalty Discount: It entails a 10% discount for Clients who have already used one of our Editing Services and Activities at least once: Websites and Documents Business Services, Literary Services, Academic Services, Job Seekers Service, and Short- and Long-Text Editing Services. This discount only applies to the Service and Activity the Client has already used and expires after 10 years. This discount can be combined with the discount indicated in letter (b) of art. 9.

b) Referral Discount: In the case where the Client who has previously used one of our Editing Services and Activities recommends the Editor to a friend, the friend will receive a 5% discount on their first order, and the Client will receive a 5% discount on their next order. This discount is valid for 10 years (starting from the last order placed by the Client before recommending the Editor to a friend) and can be combined with the discount indicated in letter a).

c) Students Discount: It entails a 20% discount on our Editing Services (Literary Services and Academic Services only), and it is subject to submission of letter/ID card from the institution attended by the Client as a student. This discount cannot be combined with other discounts.

d) Unemployed Discount: It entails a 30% discount on our Job Seekers Editing Service. This discount is subject to submission of documentation that certifies unemployment status, e.g., a letter from local or national

authorities, or proof of receipt of unemployment benefits. This discount cannot be combined with other discounts.

10—TERMINATION

Each of the Parties may terminate the Contract in case of significant violation of its terms. The Client will have to pay for the Editing Services completed by the Editor up until the date of termination.

11—INTELLECTUAL PROPERTY

11.1 The Client maintains property, control and copyright for all documents sent to the Editor.

11.2 The Client states to have obtained all necessary third-party rights, including but not limited to copyright, for all documents or parts of documents belonging to third parties. It is the Client's responsibility to ascertain if it is necessary to obtain, and to obtain, any necessary license to use third-party contents in the documents to be sent to the Editor.

11.3 The Client accepts not to use the Services or provide documents with illegal, illicit, sexually explicit, menacing, abusive, harassing, defamatory, racial or otherwise controversial material, included (without limitation) any material that may ascribe responsibility to the Editor that may taint their public image, reputation or goodwill.

12—LIMITATION OF LIABILITY

12.1 The Services given by the Editor are provided on the basis of the "best efforts" standard. However, the Editor is unable to guarantee that the Services provided are completely without errors upon project return.

12.2 Under no circumstance, the Editor and their employees are responsible for damages experienced by the Client following the fulfilment of the Contract, in particular, including but not limited to lack of income or profit, loss of business or loss of data.

12.3 Under no circumstance, the Editor is responsible for damages greater in value than the total sum paid by the Client for the Service requested.

12.4 The Editor is not responsible for any further and final revision of the Work as edited that is performed by the Client.

13—ADDITIONAL STATEMENTS AND WARRANTIES

13.1 The Client states and commits to the following:

- a) The Client has the power and authority to stipulate the present Contract;
- b) The Client is at least eighteen (18) years old;
- c) The Client only accesses and enlists the Services in compliance with the present Contract. The Client, taking full responsibility, commits to be and states they are and will be, at any time, fully compliant with all applicable laws, guidelines and regulations relative to the creation and use of the Services offered by the Editor, including, for instance, all laws on copyright and intellectual property in general.

13.2 The Editor states that they guarantee and commit to maintaining confidentiality relative to all information and documents provided by the Client, and they will not divulge or share the same with third parties without the explicit written consent of the Client.

14—REFUNDS

14.1 Except for the case indicated in art. 5.3 of the present General Terms, the Client acknowledges and accepts that the Editor is not obliged to refund all or any amount paid, except for the Academic Services in the case where the Work as edited by the Editor is rejected by a publisher.

14.2 Except for the case indicated in the above art. 14.1, in the case where the Editor has not yet started providing the Services as established by the Contract and the Client is no longer interested in having the Editor provide such Services, the Editor will refund the Client the amount paid by the Client upon entering into the Contract.

14.3 Except for the case indicated in the above art. 14.1, in the case where the Editor has started providing the Services as established by the Contract and the Client is no longer interested in having the Editor provide such Services, the Editor will withhold a sum from the refund as compensation for the Activity already performed. Such sum is thus determined: *price : turnaround x number of days between receipt of signed Contract and receipt of notice of withdrawal*.

15—CONTACTS

For further information and/or support, the Client may get in touch with the Editor at the following email address: <u>insandouts.enservices@gmail.com</u>.

16—CLIENT NOTICES

- The Client can obtain information on personal data processing methods by accessing the Privacy Policy at https://www.ins-n-outs.com/privacy-policy.
- The Client acknowledges, accepts and agrees that all communication, notices, certifications, information and statements, as well as all documentation relative to operations performed in relation to the purchase of Services, are sent to the email address indicated upon signing the Contract and that they can download such information and store it in long-lasting format within the limits determined by the website.

17—APPLICABLE LAW, DISPUTE RESOLUTION AND COMPETENT FORUM

The present General Terms and consequently the contracts for the supply of Editing Services entered into with the Client are regulated by and will be interpreted in compliance with Italian law. Therefore, the interpretation, signing and termination of the present General Terms are subject to Italian law exclusively, and any related and/or resulting dispute will be resolved in Italian courts exclusively.

18—CHANGES AND UPDATES

The Editor can make changes or variations to the present General Terms at any time. Therefore, the Client will be asked to accept the General Terms in force at the time of signing the Contract exclusively. The new General Terms will come into effect on the date they are published on the Website and in relation to the orders placed following that date.

19—SAFEGUARD CLAUSE

If, at any time, any of the clauses of the present General Terms results to be invalid, illegal or not actionable in relation to any applicable law, the validity and actionability of the other clauses will not be affected or invalidated. For any query, please contact Customer Support at **insandouts.enservices@gmail.com**.