



By choosing to explore our site and/or visit our online store and/or make use of any services and/or goods provided, you are consenting to these policies, as stated and explained below, and agreeing to them. Be sure to have read them, as well as our [official Privacy Policy](#). Note that we also have a separate [Statement on Discrimination and Harassment](#).

## **Terms and Conditions Policy (including our Refunds Policy) for Freelance Library Services, dba the-freelance-editor**

“the-freelance-editor” (Freelance Library Services, dba the-freelance-editor), and divisions of the-freelance-editor, operate this website—the domain URL <https://the-freelance-editor.com/>, hosted by Kinsta.com on the open source WordPress CMS platform—as a service, primarily to provide freelance editorial services to a variety of clients; however, the-freelance-editor also provides a small assortment of promotional products as well as a range of writer resources. This page, which outlines our Terms and Conditions Policy (including our Refunds Policy), is intended to inform website visitors about the responsibilities assumed by the-freelance-editor and to outline the responsibilities of visitors/users, customers/buyers, and contributors of this website.

In the policy statements below, the wording “I” or “me” or “we” or “us” is used to mean “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—while the word “you” is used to mean the visitor/user, customer/buyer, and/or contributor.

If you have questions or require more information about any of our policies, do not hesitate to [contact us](#).

Note that this Terms and Conditions Policy (including our Refunds Policy) was last updated in July 2021. It was originally posted in December 2020 after being crafted with the help of templates at [LawyerMeltdown.com](#) and [Legal Ease Consulting Inc](#) and outlines at [TermsFeed.com](#) and Rocket Lawyer Inc., as well as examples provided at [eCommerceGuide.com](#) and generic wording and language insinuated by other similar online policies.

## **Formation of Binding Contracts**

By completing and approving a contract and/or submitting an electronic order form, you are (1) confirming that you are of legal age in your jurisdiction of residence and that the information you provide is true and accurate, (2) acknowledging that you are an authorized user of any payment method provided, and (3) stating your intent to make an offer to secure services or purchase products, which, if agreed to by us through acceptance on our website or through an acceptance email from us, will result in a binding contract—as well as agreement that the contract has been formed. All proposals and contracts from “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—are presented, negotiated, and agreed to in good faith; however, work performed will fulfill tasks in reasonable or best efforts.

### **Independence Clause**

Nothing contained in any proposal or contract between “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—and a client shall create an employer-employee relationship, a master-servant relationship, or a principal-agent relationship. “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—is, and at all times shall remain, a freelance, for-hire, independent contractor.

As an independent contractor, the-freelance-editor retains the right to hire assistants and team members as needed and to perform work for other clients during the term of any agreement. We will determine the manner and means of completing a project and will not be subject to a client’s supervision. Both parties assert that the-freelance-editor is not an employee for state or federal tax purposes.

In addition, freelance, for-hire, independent contractors are not “at-will” employees. The concept in employment law that says an employee serves “at the will” of the employer and can be terminated with or without cause is not applicable to independent contractors who perform and are paid according to the terms of a contract.

### **Force Majeure**

Neither “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—nor a client shall be liable for any failure to perform anticipated services or provide expected delivery of a product when such failure is due to causes beyond either party’s reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy.

In the event of such failure, parties will reach a new agreement regarding revisions to date of delivery or time for completion, allowing for an extension by a period of time reasonably necessary to provide deliverables as originally negotiated. If a delay exceeds a period of thirty days, either party may terminate any agreement immediately.

## **Disclaimer of Liability for Website Use**

“the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—will not be responsible for any liability, loss, damage (whether direct, indirect, or consequential), or personal injury nor for any expense of any nature whatsoever that may be suffered by a user of this website.

By exploring this website you agree that the information, products, content, and services included are provided entirely at your own risk: “as is” without warranty of any kind, either express or implied, to the extent allowed by law. In addition, through use of this website, you acknowledge that neither the-freelance-editor nor any of our agents, affiliates, or content providers are liable for any damages of any kind arising from its use or use of its information, services, and products, including but not limited to direct, indirect, incidental, punitive, and consequential damages, even if we have been expressly advised about the possibility of such damages. This disclaimer of liability applies to any damages or injury caused by a failure of performance, an error or omission, an interruption, deletion, defect, or delay of operation or transmission, a computer virus, theft or destruction, or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or any other cause of action or inaction. You specifically acknowledge that we are not liable for the defamatory, offensive, or illegal conduct of other customers or third parties and that any risk of injury from the foregoing rests entirely with their originators.

If your local laws do not allow such limitations on implied warranties or the exclusion or limitation of certain damages, some or all of these disclaimers, exclusions, or limitations may not apply to you; you might also have additional rights.

## **Intellectual Property and Website Content**

This website—and all textual content within it—is protected by current copyright law and other US and international laws and treaties, and no portion may be used without express written permission from “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor. Any unauthorized copying, alteration, distribution, transmission, performance, display, or other use of these online materials is prohibited, with any and all rights not expressly granted reserved by “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—as applicable.

All associated intellectual property—including but not limited to operating software, CSS or HTML code, and scripts; text; artwork, including graphics, logos, icons, and images and photographs; video and audio clips; and available digital downloads—used in producing this website or provided through this website are offered as a service to site visitors, current and prospective clients, and creatives seeking assistance with writing-related topics and may be used only for personal and informational purposes. No one may copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license, [paragraph continues]

or otherwise exploit any materials without the prior written permission of “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor.

One Exception: Consumers of our information *are* welcome to quote up to one-hundred words from any pages or posts as long as they credit “the-freelance-editor” or “anEditor’s Blog” and link a citation back to the appropriate page or post. Use of more than 100 words must be approved, as noted above, in-advance in-writing by “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor.

By exploring this website, you agree that you will not attempt to undermine its integrity or claim any right, title, or interest in the site. You further agree that you will not post, transmit, redistribute, upload, or promote any communications, content, or materials that

- contain corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another’s computer;
- are unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, sexually explicit, hateful, profane, indecent, racially or ethnically derogatory, or otherwise objectionable;
- contain chain letters or pyramid schemes;
- contain any unsolicited advertising, promotional materials, or other forms of solicitation to other users, individuals, or entities;
- impersonate any person, business, or entity, including the-freelance-editor (our brands, lines of business, subsidiaries, and affiliated companies) and our employees, colleagues, or agents; or
- encourage conduct that would constitute a criminal offense, give rise to civil liability, violate any law, or exhibit any conduct that, in our judgment, restricts, impairs, interferes, or inhibits any other user from using or enjoying our services and products.

## **Termination of Use**

Your ability to access and use this website remains in effect until “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—decides to terminate your use of the site, and any associated account. At such a time, we may remove and delete any of your content that violates or acts in opposition to any of these policies—or for any other reason—or any part thereof, with or without notice. You agree that any termination of your access may be effected without prior notice and you acknowledge and agree that we may bar any further access to our products and services. Further, you agree that we are not to be held liable to you or any third-party for any termination of access.

## **Third-Party Links**

This website—as well as “anEditor’s Blog” and social media and other affiliated online accounts—may reference and/or contain links to unaffiliated third-party websites that are not under the control of “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor. While we *do* attempt to ensure the legitimacy  
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of these sites, we make no claim and accept no responsibility regarding the quality, nature, or reliability of those or any other sites that are accessible by hyperlinks from them or from our website or affiliated sites. Where provided, these links are offered to you as a convenience, and the inclusion of any such link does not imply our endorsement or any association with the operators of those sites. You, as the ultimate user, are responsible for viewing and abiding by the privacy statements, terms of use, and other policies posted at any third-party sites.

## **Affiliate Links**

In communicating with you—through our website, blog posts, social media efforts, emails, and/or products such as courses, ebooks, and services—we may partner with affiliate marketing programs whose products or services are used, promoted, or advertised in exchange for commissions and/or financial rewards—*at no extra cost nor any obligation to you*—when you click an affiliate link to those products or services. These affiliate links are provided for easy reference and your convenience but should be used with no intended endorsement (unless otherwise stated, as noted below), as we have no control over and cannot be held liable or responsible for any content presented on these external websites: they are solely responsible for their own content and information presented. Likewise, we are not to be held responsible for any damages resulting from those third parties. Instead, it is your responsibility to conduct your own due diligence, to ensure you have obtained complete and accurate information about such product or services, and to reach your own decision and course of action. Ultimately, you are under no obligation to click on any affiliate links or to purchase any of the products or services being offered.

On the other hand, we may recommend products and services that do have stated endorsements; however, even these statements are not provided with any implied promises or guarantees. We recommend these based on past personal experiences and preferences, but it is still *your* responsibility to conduct your own due diligence, to ensure you have obtained complete and accurate information about such products or services, and to reach your own decision and course of action.

Any affiliate or third party relationships used by “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—will *in no way* compromise the integrity of our content, information, services, and materials. *Note that portions of any commissions earned will be used [to subsidise deserving clients and sponsor editorial interns](#).*

## **Sponsored Reviews and Posts**

We may, from time to time, provide sponsored blog posts or other “endorsements” for products or services. Despite the fact that we can personally recommend, through our own use or experience, these products and services, we may also receive incentives, discounts, or other compensation in exchange.

These products and services may include tips and techniques; reviews or information about print or electronic resources, recent and classic books, and relevant services; and other recommendations we feel might be valuable to you. All such reviews and sponsored posts are based solely on our [paragraph continues]

experiences and our own honest opinions and are made in good faith; still, your results and successes may be very different—dependent on any number of circumstances, abilities, experiences, and skills—so you are always encouraged to perform your own due diligence prior to making your own decision.

While we share this information with you, it does not serve as a guarantee or promise of any kind. Should you decide to use the opinions, reviews, products, services, tips, techniques, and other information offered here, we are not liable for any of your successes or failures, directly or indirectly related.

## **Comments**

This website allows comments on specific articles or pages, as well as reviews and comments on product pages, but all comments and reviews will be monitored and displayed at the sole discretion of “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor. Note that more information and additional details about how we use and handle comments may be found in our [official Privacy Policy](#).

## **Product Ratings and Reviews**

All ratings and/or reviews that you submit will be held for moderation, to be published and used at our discretion. During moderation, we reserve the right to change, condense, or delete any content—as long as the essence of your evaluation is not changed or redirected. Ratings and reviews are generally posted within two to four days, however we do reserve the right to refuse any submission for any reason.

By submitting any ratings or reviews, you warrant that:

- all ratings and/or reviews are true and accurate, and not misleading;
- you have not been compensated or granted any consideration by us or by any third party;
- no third-party copyright, patent, trademark, trade secret, or other proprietary rights nor any rights of privacy are violated;
- no content can reasonably be considered to be defamatory; libelous; hateful, racially, or religiously biased or offensive; or threatening or harassing to any individual, partnership, or corporation; and that
- you have not attached any computer viruses, worms, or other potentially damaging computer programs or files.

## **Service Ratings and Reviews**

Upon completion of contracted work with “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—you are invited to submit a “recommendation” on the LinkedIn professional networking site; recommendations become a  
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part of the public profile page for [Stephen Evans](#), the editor, researcher/fact-checker, ghostwriter behind “the-freelance-editor”. By submitting such a rating/review of services provided, you agree to abide by the above list of warrants, as well as the [guidance for such reviews](#) on the LinkedIn website.

## **E-Newsletters and Blog Post Subscriptions**

Users who receive electronic mailings from “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—whether a result of direct sign-up through registration on this website or request via “anEditor’s Blog” or by purchase of a product from our online store, may be removed from any list at any time at the sole discretion of the-freelance-editor or at the request of any authorized associated user. More information and additional details about how we use and handle subscriptions may be found in our [official Privacy Policy](#).

## **Contractual Information and Obligations (Products)**

As noted above, by completing and submitting an electronic order form, you are making an offer to purchase a product, which, if accepted by us, will result in a binding contract. Note that products will not be sent (nor completion links to online products) until we have authorization from your payment card issuer. We will not be liable for delays, or we will not accept your order, if payment is not authorized in a timely fashion. In addition, if products you have ordered are unavailable, you will be notified as soon as possible about the delay and as soon as a revised deliverable date is determined.

Certain steps must be followed for a contract to be formed, as described below.

After you have placed your order, your transaction will be redirected to a website-based acknowledgment or you will receive an email to acknowledge your order. This acknowledgment will confirm products you have ordered, but it may not constitute an acceptance of your order and it may direct you to another third-party site where your order will be completed.

Note that we do not *have* to accept your order and, for example, *will* not accept your order if

- your payment transaction is not authorized;
- we identify an error on our website regarding the price or other details of the products; or
- we determine that you have tried to cancel your order.

We also reserve the right to limit the number of items ordered at one time—per person, per household (or billing and/or shipping address), per account, per credit card—along with the right to refuse any order for any reason at any time.

We will attempt to notify you should any limits be applied or should any order be denied.

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## Shop Overview

Our [general merchandise shop](#) (primarily used for promotional items that can help writers) is operated through WP EasyCart, an e-commerce store and shopping cart plugin for the open source WordPress CMS platform. As a plugin, all product information and inventory controls are contained within this website—at the domain URL <https://the-freelance-editor.com/>, hosted by Kinsta.com. Payment processing and confidential information about buyers and purchases are handled on this website if “live payments” are made through Square or Stripe; if payment is made through PayPal, transactions are handled on a third-party site operated and secured by PayPal.

Our [bookstore selection](#) is curated by “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—but operates totally off-site at virtual storefronts established at bookshop.org, with processing and fulfillment of items performed by affiliation with bookshop.org and IndieBound, both initiatives of the American Booksellers Association. The ABA is dedicated to supporting locally owned, independent bookstores—and the communities they support. All payment processing is handled through options at bookshop.org.

## Returning Products

Each product and service sold through our online store and website is personally guaranteed by “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor. However, if you are not satisfied with a product after receiving it, [contact us](#) about return of the item and about your options for satisfaction, as outlined below.

## Stated and Implied Guarantees

“the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—has at one time or another examined each product sold on our website and approved of the quality in merchandise and workmanship. In the sense that we have reviewed and “approved” the products, we assure that your product will meet a certain level of quality and reliability. If a product fails in this regard, we will attempt to meet your satisfaction for no additional charge.

## Chargebacks and Disputes

By submitting an online order with us through our website, you expressly agree not to request a “chargeback” of any fees or payments for said orders and you agree that no dispute will be raised with or adjudicated by your credit card company. Rather, you agree to contact “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—directly, so that we may attempt a satisfactory resolution of the issue or attempt to make restitution pursuant to our policies.

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## **Refunds and Exchanges**

If you are not satisfied with your purchase, return the item within twenty-one days of delivery. When possible, refunds will be issued in the same method of payment as the original transaction: for example, when a purchase has been made by credit card, a refund will be issued back to the original account. Note that shipping and handling or delivery fees are not refundable once an order has shipped. A restocking fee may apply to some orders.

Notes about refunds and exchanges:

1. Refunds must be requested within twenty-one days of delivery.
2. Items must be returned in resellable condition with original packaging to be considered for a refund.
3. Please include your reason for requesting a refund.
4. You will be responsible for the cost of shipping an item back to us; we recommend using a carrier that provides you with a tracking number, such as UPS, FedEx, or USPS Priority Mail.
5. Refunds and exchanges will not be released until returned items are received and examined for consideration.

## **Returns and Replacements**

If an item is damaged, defective, or incorrect, contact us within five days of receipt to arrange for a return and replacement. If the item is not damaged, defective, or incorrect, please include a reason for the return and state your preference for a replacement, exchange, or refund. Note that shipping and handling or delivery fees are not refundable once an order has shipped. A restocking fee may apply to some orders.

Notes about returns and replacements:

1. Returns must begin processing within five days of receipt.
2. Items must be returned in resellable condition with original packaging to be considered for replacement or a refund.
3. Please include a reason for making the return.
4. You will be responsible for the cost of shipping an item back to us; we recommend using a carrier that provides you with a tracking number, such as UPS, FedEx, or USPS Priority Mail.
5. Replacements will not be released until returns are received and examined for consideration.

## **Order Cancellations**

[Contact us](#) if you would like to cancel an order. We will try to accommodate your request to cancel as long as the order has not entered the processing chain. Once your order has begun to process we will not be able to cancel it. However, once you receive the package, you may then initiate its return.

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As soon as we receive your returned package, you will receive a full refund for the value of the merchandise (including applicable tax), minus shipping and handling fees (which are not refundable) and any applicable restocking fees.

## **Payment and Pricing**

Keeping your online payments secure is one of our top priorities, which means (1) that all information is communicated through encryption to ensure total security of any sensitive information and (2) that you may need to verify your card payment with a third-party service before completion of your transaction. *Contact your bank immediately if you have any questions or identify any unknown charges.* All charges from this website should bear “the-freelance-editor” in association with the charge. Our [official Privacy Policy](#) may provide additional information.

Other notes about payment and pricing:

1. Prices throughout this website are quoted in US dollars, and payment can only be accepted in US dollars.
2. Packaging and delivery costs, handling fees, and other identified charges will be added to the total price of your purchase—along with any applicable local taxes—and known to you before you complete your purchase.
3. Your payment card will be debited for your order at the time the order is placed. Payment may be provided directly by credit card or debit card, handled through PayPal, or processed via Stripe.
4. Where an offer mentions that an item is reduced in price, the discount will be calculated before checkout; however, any postage or packaging charges will be applied, when appropriate, at the item’s full listed price.

If paying through PayPal, you will be redirected to the PayPal website to proceed with payment. If you are already a PayPal customer, you can log in with your user credentials and complete payment; otherwise, you can create a PayPal account to continue or pay from their portal as a guest using your preferred method of payment.

## **Accuracy of Information**

While we strive to ensure that the products shown on our website are currently available and available at the price shown, we cannot guarantee this will always be the case. If products you have ordered are unavailable or are available at a different price, you will be notified as soon as possible. As a concession, the price you will pay is the price of the product shown at the time you place your order, even if the price of the product has increased. In addition, any subsequent orders made within 30 days will, at your request, be charged at the price in effect when you placed your initial order.

We also acknowledge, again despite our best efforts, that other information pertaining to products on this site (including physical descriptions, color notes, and inventory quantities)  
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might not always be complete, accurate, and up-to-date, and that certain information may have changed without our knowledge. If any such conditions arise with your order, you will be notified as soon as we become aware of the changes.

Some products may occasionally require a change without notice. We also reserve the right to discontinue any product at any time.

### **Colors of Products**

We make all reasonable efforts to accurately display the attributes of products we sell, including representations (if any) of associated colors. Unfortunately, the color presented and the color you see may depend on your computer system, your monitor, or other viewing device, and we cannot guarantee that your computer system, your monitor, or other viewing device will accurately display some colors. Should you decide that the product you receive is unacceptable, please follow any and all steps toward resolution stated elsewhere in this Terms and Conditions Policy (including our Refunds Policy).

### **Delivery Information**

Individual product pages or the final shopping cart page will provide information about delivery and shipping charges, where applicable. In general, shipping and handling fees have been calculated into the listed product price; however, you may opt for more expedient shipping arrangements at your expense. For products that require us to charge additional shipping and handling fees, we will email you as soon as your order has been shipped and will advise you of the shipping method and tracking information at that time.

Should a delivery be delayed, damaged in transit, or not arrive at all, we realize that “the buck stops with us”—while devoting time and resources to tracking your package and working to refill it, we will work with you to make things right, even when a third-party shipper/carrier is involved. Begin appropriate follow-up procedures as soon as you suspect something is wrong, preferably within 48 to 72 hours of expected delivery.

Examine your order upon delivery to ensure that you find no signs of damage, missing or incorrect pieces, or errors with the contents. If necessary, [contact us](#); otherwise, follow the stated procedures for return and refund or exchange.

## **Contractual Information and Obligations (Services)**

As noted elsewhere, by negotiating, completing, and signing an electronic agreement, you are making an offer to work with “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—that, if accepted by both parties, will result in a binding contract.

To determine what work is needed on your project, we suggest an initial consultation to help  
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us discover your project’s background, its scope, its goals, and its audiences, as well as any budgetary limitations or time constraints that exist. The next step will be for us to provide a sample or proposal for consideration.

## **Editorial Projects**

The bulk of our work involves providing some level or type of editorial services. In working through these sorts of projects, the-freelance-editor has *never* believed in charging one standard rate for all writers for all services—after all, each person writes differently, has different talents and specialties, and deserves to be respected for their individual efforts. As we work to create a proposal for editing your work, we will have all those considerations in mind.

### **Samples and Proposals (Fees and Schedules)**

The first step in working with an editorial project is for “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—to perform a complimentary sample edit of your project; this is in lieu of us stating a prefabricated static charge for services off the tops of our heads! Ultimately, we will be able to exchange more ideas and make a better team by knowing more about each other, occurrences that seem to happen during a sample edit, or sample review.

You may choose the sample to be edited (via electronic file or link); if you’re working on a large project, any consecutive ten to fifteen pages or so will work, though most authors just provide the initial ten to fifteen pages of a first chapter or prologue. *Note that a sample edit may not result in a review of that entire sample.* We will also need to know an approximate total word or page count.

Once we have completed your sample edit, we will *both* have learned something:

- We, at the-freelance-editor, will have seen your writing style, which will enable us to formulate a more focused and specific proposal for your project.
- Perhaps more importantly, though, *you* will be able to see a sample of our editorial style, which will help *you* decide if *we* are a good fit.

In addition to becoming familiar with your work, the-freelance-editor will generally have accumulated enough information from the sample edit to formulate an initial proposal that includes a suggested scope of work, a tentative schedule—a “drop-dead” deadline, list of milestone dates, or production schedule, depending on what you prefer and what is more appropriate—and a proposed range of rate options. That rate range will include thoughts about different levels of work within the range and a guaranteed *maximum* rate that will enable you to know from the beginning of the process what your highest final price could be. The proposal may also contain options for varying the rate range with different timelines, as well.

If, after having looked over your sample edit—along with the proposed timeline for completion and initial estimate, both based on your feedback and input—you are interested in proceeding, [paragraph continues]

we can discuss any additional concerns you might have about methodology, quality, timing, and cost. As soon as both parties agree, “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—will revise the proposal and submit a formal contract for your consideration.

A few more considerations: If you have any budget constraints, be sure to inform us of that information as early in the process as possible. Likewise, if you must meet certain deadlines, make sure that timing is a known entity during negotiations—by the way, the-freelance-editor does not like to promise quick turnarounds. That does not mean we are not interested in your project but that we may not have time at that moment to ensure you a quality editorial review.

Final notes about sample reviews and proposals:

- Whether we decide to work together or not, you get to keep and use the edited sample.
- As we work through the project, we can meet as regularly as you wish, to discuss issues, questions, and possible changes. Note, however, that an excess of meetings may impact timelines and rates.
- The more editing you want/need, the more work/time we put into the project, and the quicker you need it, the higher the cost will be.
- Finally, most importantly: remember that you always maintain veto power—in the end, the project *is* your project.

Once a proposal/contract is finalized, a small deposit may be requested before work will commence on a project; additional progress payments may also be specified in the project schedule, as negotiated and stated in the contract.

A final reminder on estimated rate ranges and final fees charged: As noted elsewhere and on our website, all estimates are or include guaranteed *maximums* that enable clients to know from the beginning of the process what their final price *could* be—happily, charges are often less than the maximum.

### **Exchange of Information**

Text must be supplied in a usable electronic format such as a recent version of Microsoft Word or an unformatted “notepad” or Wordpad type of file or as the body of an email message; additional charges (for transcription or file transfer from another format) may be added to the overall project cost if text is not available in such a format.

Unless negotiated otherwise, reviews will be returned in two electronic document files: one with all suggested corrections/changes/options highlighted (or “redlined”) using Microsoft Word’s *Track Changes* feature and another that incorporates all suggested corrections/changes/options into the text and enables reading without all the interruptions of stricken text, highlights, and extra coding. Notes and comments will be placed in the margins of both files; these will consist of information including suggested deletions or relocations or expansions of text; ideas for different terms, phrases, or structures that might work better; compliments about especially well-worded or well-structured parts of your work; and/or illustrations of possible adjustments to offer alternatives.

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Work will be exchanged regularly in electronic format through email and/or Internet uploads and file sharing, as discussed and agreed. Provision for one final disk (or flash drive, thumb drive, jump drive, or other compact storage device) copy may be arranged. One final paper copy may also be provided upon request (though printing charges and postage may, depending on size, be added to the overall project cost).

### **Scope of Work and Miscellaneous Details**

A sample edit will provide general feedback about common issues—inconsistent viewpoint, irregularities in pacing, agreement and parallelism, and misuse of terminology—and will include relevant comments, queries, and suggestions; it will check and correct (or query when necessary) spelling, punctuation, grammar, and language; and it will focus on more advanced issues such as organization, logic, flow, and content. *Final edits will only include those issues that you desire, though the-freelance-editor will query glaring issues or problems of any type any time they are noticed.* A scope of work related to editorial projects will include a follow-up reading once a client has considered and accepted or rejected suggestions and changes, responded to comments, answered queries, and made other changes they want to make based on the first review.

All that said, unless agreed upon and mentioned specifically and outlined as a part of any proposal or contract, the following services should not be “assumed” to be part of a project’s scope:

- such advanced issues as organization, logic, flow, and content;
- fact-checking or researching information for clarification or verification;
- evaluation of or judgment on the originality of text vs. plagiarized text or potential copyright infringement;
- checking or correcting errors between the text and an index (though titles and subtitles of a table of contents and any provided reference/table/illustration list will be checked against titles used in the text);
- verification of any references or citations; or
- formatting of any regular text or any footnote or endnote or bibliography entries (though content of such entries will be weighed as much as possible for continuity and relevance with the text to be sure the note correlates with the text).

Note that all of these services are available from “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—but that scheduling and payment issues require them to be negotiated and arranged separately.

In addition to the above mentioned services, any additional project charges, including packaging and delivery costs, handling fees, or taxes, and other unexpected and unidentified charges will normally be added on top of fees for services. These charges are seldom (unless requested up front) part of proposal rates.

[section continues]

## **Editorial Philosophy**

If you have looked through our website, you know that the-freelance-editor (unlike many editors) does not expect editorial comments made by us to be taken as ultimate, mandated fixes—instead, we hope and expect clients to find our corrections/changes/suggestions useful as “markers” that point out problems or weak spots where additional work might make stories stronger.

As stated across the-freelance-editor.com domain, we see our “job” as helping writers say what they want to say to the people they want to reach. Still, we also feel an obligation to defend potential readers and to ensure that the text is readable and understandable on their behalf.

If our corrections/changes/suggestions prove helpful, that’s great—it helps us know we are on the same track as a client; and if these ideas/comments/changes spark other, additional creativity, that’s even better. Please remember: the-freelance-editor is not in any way criticizing your work solely to humiliate you, embarrass you, or beat you into submission—that’s what your high school English teachers were for! In the end, how you change, and hopefully improve, your work is up to you, the author.

## **Special Considerations**

Clients should be aware that “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—is a freelance, for-hire, independent editor. We do not represent any publisher or agent and we will not be taking any active role in moving your manuscript toward actual publication.

Clients also need to be aware that, unfortunately, even after we finish working together to improve your text, you have no guarantees that it will be accepted for publication.

## **Condition of Text for Sample**

Deadlines, rate estimates, and other stipulations of a proposal from “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—are based on analysis and assumptions made as part of the sample review. In formulating your personalized proposal, the-freelance-editor assumes that *all text* for that project is written to about the same level of refinement. *If, after starting work, this assumption proves to be false and the submitted material is judged, in the opinion of the-freelance-editor, to be of substantially less quality than any samples submitted, “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—reserves all rights to make adjustments to the initial proposal or contract and to present said revised proposal or contract for your review and approval.* You will, naturally, have the opportunity to contradict this opinion and to request support for any proposed adjustments.

[section continues]

## **Scheduling of Editorial Services**

As part of the sample edit, “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—will propose a tentative schedule for completion, as well as some intermittent deadlines and/or milestone dates for providing reviewed/edited text. Once we agree to those dates, you will receive reviewed/edited copy as agreed via e-mail, surface mail, file upload, or in-person meeting.

If, at any time thereafter, you do not meet a deadline, our dates will be adjusted backwards by the same number of days (unless the length of time is so great that we’ve had to begin work on another scheduled project; in that case, your project will be put back on our master schedule at the earliest available date and any subsequent previously-agreed-upon dates will also be adjusted as necessary). If, at any time, the-freelance-editor misses a deadline, we agree to offer a discount or provide financial restitution, not to exceed the entire billing amount for the project, based on any damages you incur because of that delay.

## **Pricing and Payment of Editorial Services**

While we serve clients around the world, rates are quoted in US dollars and payment can only be accepted in US dollars.

Payment for editorial services can be made by check or money order or through electronic banking (contact us to assist in either of those situations) or online through our website at [the-freelance-editor.com/paying-for-editorial-services/](http://the-freelance-editor.com/paying-for-editorial-services/). Note that final versions of electronic files and any other project materials agreed to will not be released until payment is received and has been fully processed.

Intermittent progress billing amounts and dates are established as part of the final contract, however, *if* a project is completed ahead of schedule, payment will be expected within twenty-days of the invoice date. In addition, as noted elsewhere, any extra charges, including packaging and delivery costs, handling fees, or taxes or other unexpected or unidentified charges will be presented for payment separately from rates charged for services. These charges are seldom (unless requested up front) part of proposal rates.

## **Royalties**

“the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—does not usually work for royalties alone (in-lieu-of cash payment), and unless an alternate arrangement is agreed upon by both parties, no royalty will ever be requested against sales related to a project.

If, however, an author feels or comes to feel in the future that editorial services provided as a result of working with the-freelance-editor contributed to the success of a finished product or a derivative product, the author may offer periodic royalty payments at their discretion. A royalty in the neighborhood of ½ percent would be considered most generous!

## Other Types of Projects

Some projects need to be handled differently because they have shorter deadlines or the content needed has to be more spontaneous—or because the projects do not fit into a normal, established mold. Such projects can include

- organizing resource collections or research lists;
- creating blog or social media posts;
- developing or updating website text;
- collaborating to ghostwrite content;
- formatting of documents for presentation; or
- researching and/or fact-checking information.

In those instances, your team at the-freelance-editor will work with you, from start to finish, to assist at initiating, planning and plotting, and completing projects, to ensure that your audience will see *you* as the capable and intelligent “expert” you are.

### Scope of Work

Note that all of these services are available from “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—and will be approached with initial consultations, tentative proposals, and negotiated contract agreements. All specialty projects will, likewise, approach scheduling and payment issues separately.

In addition to the above mentioned services, any additional project charges, including necessary resources, packaging and delivery costs, handling fees, or taxes, and other unexpected and unidentified charges will normally be added on top of fees for services. These charges are seldom (unless requested up front) part of proposal rates.

### Pricing and Payment for Specialty Projects

While we serve clients around the world, rates are quoted in US dollars and payment can only be accepted in US dollars.

Payment for completion of specialty projects can be made by check or money order or through electronic banking (contact us to assist in either of those situations) or online through our website at [the-freelance-editor.com/paying-for-editorial-services/](https://the-freelance-editor.com/paying-for-editorial-services/). Note that final completion of a project or release of files or any other project materials agreed to will not be released until payment is received and has been fully processed.

Intermittent progress billing amounts and dates are established as part of the final contract, however, *if* a project is completed ahead of schedule, payment will be expected within twenty-days of the invoice date.

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## **Schedules and Delays**

Once we, “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—and you, the client, have negotiated a schedule for completion of your project, as well as any agreed upon intermittent deadlines and/or milestone dates, we will do our best to stick to that schedule—to not do so impacts our other projects as much as it would impact yours.

If, at any time then, you do not meet a deadline, our dates will be adjusted backwards by the same number of days (unless the delay is so great that we’ve had to begin work on another scheduled project; in that case, your project will be put back on our master schedule at the earliest available date and any subsequent previously-agreed-upon dates will also be adjusted as necessary). If, at any time, the-freelance-editor misses a deadline, we agree to offer a discount or provide financial restitution, not to exceed the entire billing amount for the project, based on any damages you incur because of that delay.

## **Created Materials**

While “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) and all divisions of the-freelance-editor—is a freelance, for-hire, independent contractor, we do not, in considerations of labor regulations and copyright laws, produce “work for hire” (“works for hire”) or “work made for hire” (“works made for hire”) unless we are specifically stated as doing so in a final contract. Exceptions to that rule are works specially contracted or commissioned for use as (1) a contribution to a larger or collective work or (2) a compilation, such as a technical manual or section of a textbook; (3) part of a motion picture or other audiovisual work; (4) a translation; (5) a supplementary work, defined as a work prepared to accompany another work by another author for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting in the use of the other work, and would include such works as forewords, afterwords, pictorial illustrations, maps, charts, tables, editorial notes, musical arrangements, material for teaching plans, quizzes, or evaluation, and bibliographies, appendixes, or indexes; (6) instructional text, a literary, pictorial, or graphic work prepared for publication and intended to be used in systematic instructional activities; (7) a test or (8) answer material for a test; or (9) an atlas. All of these nine listed types of works are, in general, per legal interpretations of legislation and US Supreme Court rulings, always considered works made for hire—unless a contract states otherwise. In summary, then, a work created by an independent contractor can be a work made for hire only if (a) it falls within one of the nine categories of works listed above *and* (b) a written agreement specifies that the work is a work made for hire.

All such works, and more, can be created and supplied by the-freelance-editor. If the-freelance-editor is commissioned or contracted to do so, we will negotiate the following clauses and terms into proposals and contracts whenever possible. As stated and detailed elsewhere, the payment timeline for created materials will begin upon acceptance and approval by the client, *not* upon acceptance for publication or actual publication.

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## **Warranty Clause**

Any work created by “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—is original and, unless stated differently, has not been published elsewhere. We further warrant that the work contains no defamatory or libelous statements, does not violate any known laws, and is not plagiarized.

## **Ownership of Created Materials (Intellectual Property Rights)**

In general, “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—will seek to retain ownership and copyright of intellectual property created as part of a contract; this would include, very basically, any research uncovered, any preliminary draft text written but not used in the final product, and any other derivative, supplementary, or complementary components that did not become part of the final contracted project. *However*, the contracting client may reserve ownership, or the-freelance-editor may transfer or assign a license for ownership, of intellectual property created for a completed project when that intellectual property will be used solely as defined in a contract for said project.

In general, then, intellectual property rights retained by the-freelance-editor will include rights associated with any and all in-progress drafts and associated unused materials, along with any future and/or alternate use of deliverables not specifically defined in the project contract. These rights will extend to any use, any time, any country.

The client, then, may claim intellectual property rights to any resulting patents, inventor’s certificates, utility models, or trade secrets or to other rights, including trademarks and copyrights, without claim or challenge, opposition, or interference on behalf of the-freelance-editor and without additional compensation to the-freelance-editor.

## **Rights Clause (Publication Rights)**

Even though work-for-hire and work-made-for-hire clauses typically assign all publication rights to the paying client or publisher, not the creator, “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—will seek, instead, an all-rights contract, in which we own the material and its copyright, by default, and transfer some limited publication rights to the client or publisher. Our most common allowance will be a transfer of first serial rights (or first North American serial rights), which will allow basic one-time or one-use publication of delivered material, after which all rights revert back to the-freelance-editor; the-freelance-editor will, though, entertain negotiations to allow the client or publisher to

- have use rights for a longer but specified period of time, such as three or six months, or to
- republish the material with limitations, or to
- allow the client or publisher to continue online publication, with non-exclusive rights, with the understanding that the-freelance-editor may publish the same or a revised version elsewhere at the same time.

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the-freelance-editor will also request a secondary byline or other credit of recognition—such as “co-authored with”; “drafted by”; or “as told to”—upon any use.

Secondary, or reprint, publication rights—to include second serial rights, second online rights or other digital rights, mass paperback or e-book rights, syndication and serialization rights, adaptation rights (audio, video, and stage rights), translation rights, and other subsidiary rights—will also be sought by the-freelance-editor.

### **Noncompete and Conflict of Interest Clauses**

“the-freelance-editor” (Freelance Library Services, dba the-freelance-editor) solicits and secures work from a number of clients, as we are able, in a multitude of industries and several countries, often without any one knowing about the another. Nonetheless, we recognize that in some instances, for certain projects or types of work, some clients or companies or institutions may be uncomfortable about the fact that we could be working simultaneously with a client or company or institution who has a similar mission, provides similar services within a certain area, writes or publishes materials on a similar subject or topic, or markets similar products.

Though we warrant that the execution and performance of one contract will not conflict with or breach any information gleaned or any contractual, fiduciary, or other duty or obligation of another, we will agree, when requested and possible, to discontinue negotiations with or outright refuse work from a competing client or company or institution while we are contracted to the initial client or company or institution. Existing clients will be expected to provide a list of competitors that should be avoided as early in the negotiating phase as possible.

Likewise, we will not accept work, with or without a current client’s knowledge, with any other business organizations or entities that *we feel could* create an actual or potential conflict of interest. This duration shall be limited to a maximum of two months before and/or after the-freelance-editor invoices a client for total payment of a completed project.

### **Non-disclosure Agreement**

Clients are guaranteed that any information, statistics, or textual materials we receive *that is knowingly acknowledged as confidential* will be used only for purposes of a contracted project and will not be disclosed or used for any other purpose unless the information is made public or for a period of two years, whichever is greater. Note that “confidential” information *must be identified as such* by the client or supplying representative *when it is provided*. In addition, please: *if we don’t need to know it, do not let us know it*.

### **Other General Terms**

In addition, see other parts of this policy for relevant information.

## **Countering and Negotiating Proposals/Contracts**

Since “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—operates independently, we are generally able to negotiate fairly freely, and we invite you (if and as necessary) to make a counteroffer/counterproposal if you have other ideas (or a different rate or a more flexible deadline) in mind—we will see what can be done to work with you. Regardless, we promise to do our best to keep your total costs as low as possible. That said, remember that just two components weigh heavily on a project’s price: the amount of writing/reviewing/editing you want/need/require and the speed in which you need a project completed.

### **Expiration of Proposals/Contracts**

Unless agreed to by both parties, rate ranges and deadlines offered in proposals and contracts are valid for sixty calendar days from the date on that proposal or contract.

### **Pricing, Billing, and Payment Options**

Every person is different; every project is different. So, “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—personalizes pricing for each separate job. Instead, we offer four different non-binding pricing options, with free initial estimates and consultations:

- project based contracts, our most popular pricing plan, that can be drafted to fit your needs, timelines, and budget;
- hourly agreements, for quick, well-defined jobs that need an immediate turnaround;
- consulting arrangements, to assist with the unknown, stressed, or overworked; or
- monopoly pricing, when a higher level of attention or deeper level of commitment is needed.

Ultimately, each project is designed on an individual basis—because we each think differently, we each write differently, we each read differently, we each work differently.

### **Rate Range**

Rate estimates provided by the-freelance-editor can *seem* to be higher than rates provided by competing services. If you find this to be true in your case, it is likely because we prefer to highball a comprehensive estimate instead of tacking on additional charges down the road. The rate range we provide includes initial services along with any follow-up that is defined by the scope of work.

Note that rates are quoted in US dollars; payment will also be expected in US dollars.

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## **“Kill” Fees**

If work is completed by “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—as agreed but a project associated with that work is subsequently delayed, cancelled, or terminated, client will be required to pay *either* the full amount due, as established in the agreed-to proposal/contract, *or* a kill fee of at least 25 percent but no more than 50 percent of the amount expected as total payment due. Payment of designated kill fee will be due according to regular timelines and will be subject to late-payment penalties.

## **Payment Options**

While we serve clients around the world, rates are quoted in US dollars and payment can only be accepted in US dollars. The timeline for payment begins upon acceptance or approval by client.

Payment for services can be made by check or money order (in US dollars payable to Stephen Evans or the-freelance-editor) and mailed. If you prefer this method of payment, contact us for details. Additional options may be available to customers who use electronic banking; again, contact us for information. Note that final versions of electronic files and any other project materials agreed to will not be released until payment is received and has been fully processed.

When paying online by credit or debit card, transactions will be handled through PayPal via links from a payments page at the-freelance-editor.com. PayPal can process a range of currencies once you start a payment transaction. If you are already a PayPal customer, you can log in with your user credentials and complete payment; otherwise, you can create a PayPal account to continue or pay from their portal as a guest using your preferred method of payment. All payment processing and confidential transactions for services are handled through PayPal.

Though billing terms (net 20) and periods/dates are established as part of the final contract, *if* a project is completed ahead of schedule, payment will be expected within twenty-days of the invoice date. In addition, as noted elsewhere, any extra charges, including packaging and delivery costs, handling fees, or taxes or other unexpected or unidentified charges will be presented for payment separately from rates charged for services. These charges are seldom (unless requested up front) part of proposal rates.

## **Late Payments**

Unless arrangements for a change in payment due date are agreed to by both parties in advance, late balances will be charged 2 percent of the principal balance due per day that said balance is past due. “Principal balance due” will be recalculated every 60 days to include accumulated past-due charges, as well as additional charges related to attempted recovery; a revised invoice will be sent at that time, with the new balance due upon receipt. Past due charges (at a continuing rate of 2 percent of the revised balance due per day) will continue to accumulate until payment is received or new payment arrangements are agreed to by both parties.

## Guarantees and Promises

“the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—has stated and implied guarantees throughout our website and this policy; of those, the following will be central to any contract we agree to.

1. First off, if you decide along the way that you do not like the way we work together, let the-freelance-editor know so we can discuss changes in the way your project is being handled. If you continue to be unhappy after adjustments are made, please alert me to your continued dissatisfaction. If we still cannot make adequate and appropriate arrangements, either of us may agree to sever the working arrangement at any time. You will be responsible for paying only for the work you wish to use. A sample edit is yours to keep and use whether we decide to work together or not.
2. Second, since you and I will have worked together to determine a schedule, I guarantee that your final deadline will be met *or* you will be granted a substantial discount off the quoted price.
3. Third, I guarantee that the maximum estimated price quote we agree to at the beginning of a project is, indeed, the maximum amount you will be responsible for paying; under no ordinary circumstance will that maximum be exceeded. That said, any changes you make to a project once we begin work may mean changes in timetables and prices. *However*, no change should come as a surprise to either of us—I will discuss obstacles and problems with you as they arise just as I expect you to discuss conflicts and surprises with me.
4. Fourth, our maximum estimates are nonbinding and honored for up to sixty days.

And, lastly, to our editorial services clients: your project is *your* project—you *always* maintain veto power over any suggested changes that we might propose. Your work is the culmination of *your* thoughts, *your* dreams, *your* labors; *you* are the creator, the author. I, personally, learned long ago that my place is “just” that of an editor!

## Indemnity

“the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) and all divisions of the-freelance-editor—have always strived to provide accuracy and integrity in agreed-to products, services, and specialty projects by working within terms of established proposals/contracts and scopes of work *while* adhering to deadlines, milestone dates, and production schedules and staying within agreed-upon rate ranges.

To that end, we expect our clients to voluntarily release, forever discharge, and agree to hold harmless and indemnify our work from liabilities, claims, demands, actions or rights of action, that are directly or indirectly caused despite our best efforts and reasonable actions to avoid. In addition, we agree to mutual waivers of incidental and consequential damages but to limit our indemnification and total liability to costs and damages in proportion to our responsibility as determined in a court of competent jurisdiction, not to exceed the total due for the particular [paragraph continues]

project under consideration. Our cooperation is contingent on prompt written notice of claims and offers and the right to approve or disapprove all settlements. In the event that a claim is unsuccessful in court, the-freelance-editor will incur no liability.

### **Standard of Care**

As a trained professional, “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) and all divisions and team members of the-freelance-editor—agrees that it is our ethical obligation and legal duty to exercise the level of care, diligence, and skill prescribed in codes of practice for our relevant professions and for other professionals in the same disciplines under the same or similar circumstances. Under normal conditions, and with the above stated understanding, we propose that neither the client nor the-freelance-editor shall be obligated to indemnify the other party in any manner whatsoever for the other party’s negligence.

### **Acceptance of Products and Services**

Once services are performed or products are delivered and accepted as complete and approved by a client, “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—shall be relieved of obligations stated in the proposal or contract in effect and will begin requests for payment of said products and/or services.

If services and/or products do not meet specifications or conform to expectations, a client may, in a reasonable amount of time, notify the-freelance-editor and request timely replacement or repair of non-approved deliverables or require any applicable work to be corrected so it can be brought into conformity with the proposal or contract. If reparations of defects cannot be corrected by the-freelance-editor, the client may solicit and hire a separate contractor, *who will be required to use a copy of the identical agreement as established*, to arrange repair or correction. If neither of these alternatives is deemed possible, a client may reduce the amount of any payables due the-freelance-editor to reflect a reduced value of the deliverables.

As stated elsewhere, the payment begins upon acceptance of delivery.

### **Breach of Contract**

Vague accusations that a project is “not good enough” or “no longer meet’s our needs” for some unstated reason are insufficient charges to justify a breach of contract. Any similar charges, or general charges of “unsatisfactory performance” must be documented and descriptively justified in order to be used as reasoning to cancel a contract without penalty.

In the absence of such documentation, “the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—will expect to be paid for time worked, and to be reimbursed for other expenses and charges as outlined elsewhere in this policy, regardless of a client’s so-called dissatisfaction. Only a successful charge issued as breach of contract will free a client from partial obligation to pay amounts due.

## Changes to This Policy

We reserve the right to change this Terms and Conditions Policy (including our Refunds Policy) from time to time as needed. When changes occur, we will post the updated policies on this page. For that reason, we advise you to review this page periodically. Most changes will be effective immediately after they are posted on this page.

## Governance

You are only governed by these policies when engaging services or buying products from us; should you not wish to be bound by these policies or should you not agree with these policies, you must not enter any contracts with us or place any orders through our online store.

Our services are operated and managed for clients around the world, but we are physically located in the United States.

If you choose to make a purchase or use our services from the European Union or other regions of the world where laws governing sales of products and services differ from US law, then you acknowledge and agree (1) that you are transferring your legal protections outside those regions and (2) that, by choosing to explore our site, purchase our products, or engage our services, you consent to that transfer.

If any part of these policies for buying products online is found to be invalid by local law, the rest of them remain valid and enforceable.

## Dispute Resolution

Mindful of the high costs associated with legal disputes—not only in expense but also in time, energy, and emotion—“the-freelance-editor”—(Freelance Library Services, dba the-freelance-editor) or a division of the-freelance-editor—invites you to agree with the following dispute resolution procedure if problems arise with payment or shipping, quality of merchandise, satisfaction with services, or other areas of potential issue:

- In the event of any controversy, claim, action, or dispute arising out of or related to any transaction conducted on this website, or
  - in the event of any breach or misunderstanding of interpretation, enforcement, or validity of this policy or any part of it,
1. the party asserting the dispute shall first try in good faith to settle such dispute through [email or contact form](#), as noted on this website; if resolution fails after this initial step,
  2. the party asserting the dispute shall second provide written notice to the other party by registered mail.
- In either contact method, the party asserting the dispute shall

1. provide documentation describing the understandings, facts, and circumstances of the dispute, and
  2. allow the receiving party 30 days from the date of mailing to respond to the dispute.
- Notice shall be sent to the address of record noted at the bottom of this Terms and Conditions Policy (including our Refunds Policy); unless you indicate otherwise in your notice, response shall be addressed to your last-used billing address or the billing and/or shipping address in your online profile.

In the event that we are unable to resolve a dispute, we shall attempt resolution through final and binding arbitration. Arbitration proceedings shall be done before one arbitrator, to be mutually agreed upon by both parties, using the English language and administered by rules of the American Arbitration Association unless otherwise required by law. Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated as part of a class action. You hereby waive your right to a class action lawsuit.

## Contact Us

If you have any questions about or suggestions related to these policies, please take the time to [contact us](#). Our official mailing address is the-freelance-editor, c/o Stephen Evans; 305-D Linden Avenue; Raleigh, North Carolina, USA 27601.

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