

## TERMS OF SERVICE

The following describes the terms under which MasterWriting242 ("masterwriting242.com," "we," "our," or "us") provides the <https://www.masterwriting242.com> website (the "MasterWriting242.com Service" or the "Service") to visitors and Registered Users of the Service ("Registered Users") and to visitors to the <https://www.masterwriting242.com> website.

### 1. INTRODUCTION

Your use of this Service is expressly conditioned upon your acceptance of the MasterWriting242.com Terms of Use and the following terms, conditions, and policies, including any future amendments (collectively, the "Agreement"):

**Changes and Modifications.** MasterWriting242 reserves the right, in its sole discretion, to change, modify, add, or remove portions of this Agreement at any time. Such changes will become effective thirty (30) days after they have been posted to this site or MasterWriting242.com has otherwise notified you of the change. Your continued use of the Service following the posting of changes will mean that you accept and agree to the changes.

### 2. DESCRIPTION OF SERVICES

MasterWriting242.com provides comprehensive editing and proofreading services. Essays, documents or manuscripts are checked for proper grammar as well as effective sentence structure, diction, and organization or flow. The MasterWriting242.com service ensures that the client's ideas are clearly and succinctly communicated to their target audiences. MasterWriting242.com will assure that texts are free of common errors related to grammar such as colloquial language, non-parallel sentence structure, or improper subject-verb agreement.

MasterWriting242 also provides writing services for resumes, Curriculum Vitae, and cover letters. Document or manuscript translation services are also provided by MasterWriting242. English, French, Spanish and Mandarin applies.

### 3. CONDITIONS OF USE

As a condition of use, you agree to the following:

- The Service allows Registered Users to upload, transmit, publish, and disseminate text and other content ("Registered User Content"). Any User Content contained on the Service represents the opinion of that Registered User only. No content made available through the Service, including Registered User Content, should be taken as a statement by or from MasterWriting.com, or its subsidiaries, directors, officers, or editors.
- You are solely responsible for any Registered User Content that is published, transmitted, or disseminated using your Registered User account. You are solely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to immediately notify MasterWriting242.com of any unauthorized use of your account or password, or any other breach of security.
- You will not use the Service to harass, threaten, impersonate, or intimidate anyone.
- You will not upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.

- You will not upload, post, email, transmit, or otherwise make available any content that is in violation of copyright law, trademark law, or any other law protecting intellectual property in any jurisdiction, or that violates an individual's right to publicity or privacy.
- You will not upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links," or any other form of solicitation.
- You will not transmit any worms or viruses or any code of a destructive nature.
- You will not copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof.
- You will not violate any local laws in your jurisdiction (including but not limited to intellectual property laws).
- You will not use the Service for any illegal or unauthorized purpose.

#### **4. CONTENT**

When you upload or otherwise provide your own original Registered User Content to or through the Service, you retain ownership of any copyright (and any other rights) you already hold in your Registered User Content. You also represent and warrant that, with respect to all Registered User Content that you upload, transmit, publish, and disseminate through the Service, that (a) you have all the rights and licenses necessary to use, reproduce, publish, display publicly, perform publicly, distribute or otherwise exploit such Registered User Content in connection with the Service, and to grant to MasterWriting242.com the licenses set forth in this Agreement; and (b) the Registered User Content will not infringe or otherwise violate the copyright, trademark, or any other right of any third party.

#### **5. MASTERWRITING.COM'S INTELLECTUAL PROPERTY**

All text, graphics, user interfaces, visual interfaces, trademarks, logos, sounds, music, artwork, content, and computer code (collectively, "MasterWriting242.com Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel," and arrangement of such MasterWriting242.com Content, contained in the Service is owned, controlled, or licensed by or to MasterWriting242.com, and is protected by trade dress, copyright, patent, and/or trademark laws, and various other intellectual property and other rights.

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#### **7. VIOLATION OF THIS AGREEMENT — TERMINATION**

You agree that MasterWriting242.com may, in its sole discretion and without prior notice, terminate your access to the Service and/or block your future access to the Service if it determines that you have violated this Agreement or other agreements or guidelines which may be associated with your use of the Service. Please note that it is MasterWriting242.com's policy to terminate the account of Registered Users who repeatedly violate the copyrights of third parties.

If MasterWriting242.com does take any legal action against you as a result of your violation of this Agreement, MasterWriting242.com will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to MasterWriting242.com. You agree that Proof-Reading.com will not be liable to you or to any third party for termination of your access to the Service.

Any rights or licenses you grant to MasterWriting242.com, or its visitors or Registered Users, during the term of this Agreement — including, but not limited to, the license granted in connection with your publication of Registered User Content — shall survive termination of this Agreement.

## **8. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MASTERWRITING242.COM AND ITS SUBSIDIARIES, DIRECTORS, OFFICERS, EDITORS, AND AFFILIATES EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ANY WARRANTY OR CONDITION ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. MASTERWRITING242.COM AND MASTERWRITING242.COM AFFILIATES MAKE NO WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) REGISTERED USER CONTENT WILL BE HOSTED AND/OR TRANSMITTED WITHOUT INTERRUPTION OR CESSATION; (D) ANY PRODUCTS, SITES, INFORMATION OR OTHER MATERIAL, WHETHER IN TANGIBLE OR INTANGIBLE FORM, PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR ANY STANDARD OF QUALITY; AND (E) ANY DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICE OR RELATED SOFTWARE WILL BE CORRECTED.

ANY MATERIAL, INFORMATION, OR DATA DOWNLOADED, VIEWED, SHARED, OR OTHERWISE ACCESSED THROUGH THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING, VIEWING, SHARING, OR OTHERWISE ACCESSING OF SUCH MATERIAL. NO ADVICE, REPRESENTATION, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PROOF-READING.COM OR THROUGH THE [HTTPS://WWW.MASTERWRITING242.COM](https://www.masterwriting242.com) WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

ALL CONTENT MADE AVAILABLE THROUGH THE SERVICE, INCLUDING REGISTERED USER CONTENT, IS SOLELY THE OPINION OF THE PARTY RESPONSIBLE FOR ITS PUBLICATION. NO SUCH CONTENT, INCLUDING REGISTERED USER CONTENT, AND NO STATEMENT MADE BY, ON, OR THROUGH THE SERVICE SHALL BE ATTRIBUTABLE TO MASTERWRITING242.COM OR MASTERWRITING242.COM AFFILIATES.

## **9. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MASTERWRITING242.COM AND MASTERWRITING242.COM AFFILIATES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE

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#### **10. INDEMNIFICATION**

You will indemnify and hold MasterWriting242.com and/or MasterWriting242.com Affiliates harmless from and against any and all liabilities and costs (including reasonable attorneys' fees) incurred by MasterWriting242.com and/or MasterWriting242.com Affiliates in connection with any Registered User Content that you publish or disseminate using the Service or any claim arising out of your breach of the Agreement. MasterWriting242.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

#### **12. GENERAL TERMS**

Entire Agreement. This Agreement is the whole legal agreement between you and MasterWriting242.com. It governs your use of the Service and completely replaces any prior agreements between you and MasterWriting242.com with respect to the Service. You may also be subject to additional terms and conditions that may apply when you use or purchase other services from MasterWriting242.com and/or its affiliated services.

Governing Law. You agree that all matters relating to your access to or use of the Service, including all disputes, will be governed by the laws of the Bahamas.

Dispute Resolution. In the event of any controversy or dispute between MasterWriting242.com and you arising out of or in connection with your use of the Service, MasterWriting242.com will attempt, promptly and in good faith, to resolve the dispute. If MasterWriting242.com is unable to resolve any such dispute within a reasonable time, each party to this Agreement agrees that any dispute or controversy arising between any of the parties to this Agreement, or any person or entity in privity therewith, out of the transactions effected and relationships created pursuant to this Agreement and each other agreement created in connection herewith, including any dispute or controversy regarding the formation, terms, or construction of this Agreement, regardless of kind or character, must be resolved through binding arbitration, which may be initiated by any

party to this Agreement. In any such proceeding, MasterWriting242.com, in its sole discretion, shall choose the arbitrator or arbitration panel.

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