

## TERMS AND CONDITIONS

**Effective Date:** [DATE]

Welcome to [PLATFORM ] ("we," "our," "us," or "Platform"). These Terms and Conditions ("Terms") govern your use of our book,script, and film review service and constitute a legally binding agreement between you ("Author," "you," or "your") and [LEGAL ENTITY NAME, LLC]. By submitting a manuscript or using our services, you agree to these Terms.

---

### 1. SERVICE DESCRIPTION

[PLATFORM NAME] operates as an intermediary platform connecting authors with credentialed expert reviewers who hold doctoral degrees (PhDs) or are currently enrolled in doctoral programs. We facilitate professional book reviews and manuscript assessments. Our role is limited to vetting reviewers, facilitating the review process, and delivering completed reviews to authors.

**This is a review service, not an editing or publication service.** We provide expert opinions and analysis to help you improve your work, but we do not edit, proofread, format, or publish manuscripts.

---

### 2. INTELLECTUAL PROPERTY RIGHTS

**2.1 Author Ownership** You retain all rights, title, and interest in your submitted manuscript. Submission to our Platform does not transfer any ownership rights to us or to the assigned reviewers.

**2.2 Limited License** By submitting your manuscript, you grant [PLATFORM ] and the assigned reviewers a limited, non-exclusive, non-transferable license to access, read, and review your work solely for the purpose of providing the requested review services. This license does not permit reproduction, distribution, public display, creation of derivative works, or any other use beyond the scope of providing your review.

**2.3 Author Warranties** You warrant that:

- You own all rights to the submitted work or have obtained all necessary permissions
- Your manuscript does not infringe upon any third-party intellectual property rights
- Your manuscript does not contain plagiarized content
- You have the legal authority to submit the work for review

**2.4 Copyright Protection Recommendation** We strongly encourage all authors to copyright their works before submission. Authors may also consider adding subtle watermarks to their manuscripts for additional protection.

---

## 3. CONFIDENTIALITY

**3.1 Platform Obligations** We treat all unpublished manuscripts as confidential information. We implement reasonable security measures to protect your work and require all reviewers to execute confidentiality agreements before accessing any manuscripts.

**3.2 Reviewer Obligations** All reviewers are contractually bound to:

- Maintain strict confidentiality of your manuscript
- Not disclose, share, reproduce, or distribute your work

- Not use your ideas, concepts, or content for their own purposes
- Not publicly publish or share any portion of your work
- Delete or return all manuscript materials upon completion of the review

**3.3 Limitations** Confidentiality obligations do not apply to information that:

- Is or becomes publicly available through no fault of ours or the reviewer
  - You explicitly authorize us to disclose
  - We are legally compelled to disclose
- 

## 4. REVIEW PROCESS AND DELIVERABLES

**4.1 Multiple Reviews** Our standard service provides up to three (3) expert reviews per manuscript.

Reviews are completed by experts whose area of expertise, time period specialization, and subject matter knowledge align with your work.

**4.2 Turnaround Time and Completion** Standard review turnaround time is [X] business days per reviewer from the date of assignment. We will notify you of any delays.

**Important:** If an assigned expert takes longer than their allotted completion time, their in-progress work will be automatically submitted and the project will be reassigned to another expert. If the previous expert's work is substantial, we may provide you with both the incomplete review and the new complete review at no additional charge. We will notify you by email if a review assignment must be transferred to another expert.

**4.3 Review Scope and Format** Reviews will include [specify areas based on service tier: general assessment, structural analysis, thematic development, historical accuracy, etc.] and will be approximately

[X] words in length, depending on the service tier selected. The specific scope of review will be outlined in your service selection and is detailed in our pricing tiers [[link to Google Doc or pricing page](#)].

#### 4.4 Nature of Reviews

- **Reviews represent expert opinion and may be subjective**
- Reviews are analytical assessments, not guarantees of publication success or market performance
- Reviews may include critical feedback; we do not guarantee positive assessments
- Reviews are professional opinions, not editing, proofreading, or rewriting services
- We do not guarantee that reviewers will identify all issues, errors, or areas for improvement

**4.5 Revisions and Clarifications** Reviews are final upon delivery. Additional clarification or follow-up questions require purchase of additional services.

---

## 5. REVIEWER ASSIGNMENT AND MATCHING

**5.1 Matching Process** We assign reviewers based on:

- Area of expertise alignment with your manuscript's subject matter
- Time period specialization (when applicable)
- Genre familiarity and academic background
- Reviewer availability

Reviewer assignment is at our sole discretion to ensure the best possible match for your work.

**5.2 Reviewer Credentials** All reviewers hold doctoral degrees (PhD) or are actively enrolled in doctoral programs at accredited institutions. We verify credentials through proof of employment and institutional affiliation before accepting reviewers onto our platform.

**5.3 Confidentiality and Anonymous Assignments** To maintain confidentiality and review integrity:

- Authors cannot request specific reviewers by name
- Authors cannot view reviewer identities before or during the review process
- Reviewers may decline assignments by notifying us; such assignments will be automatically reassigned after the allotted completion time

**5.4 Conflicts of Interest** We attempt to identify and prevent conflicts of interest through geographic location matching and institutional affiliation checks. However, conflicts may occasionally occur despite our best efforts.

If a legitimate conflict of interest is identified (personal relationship, professional rivalry, institutional connection, etc.):

- You must notify us immediately upon discovery
- We will investigate the claim
- If verified, we will offer a partial refund for the affected review
- The conflicted review will be reassigned when possible

**Please note:** We determine conflicts of interest based on information provided by both authors and reviewers (location, institutional affiliation, employment). It is possible that unforeseen conflicts may arise despite our verification processes.

---

## 6. PAYMENT TERMS

**6.1 Pricing** Current pricing is displayed on our website [link to pricing/Google Doc] and varies based on manuscript length, service tier, subject matter complexity, and number of reviews requested. All prices are in U.S. dollars.

**6.2 Payment Timing** Payment is due in full at the time of manuscript submission and before any reviewers are assigned. We require upfront payment because we compensate expert reviewers upon completion of their individual reviews, not after all reviews are completed.

We accept [payment methods].

### **6.3 Refund Policy**

#### **Full Refund:**

- If we cannot locate any qualified experts to review your work within [X] days of submission
- If you cancel before any reviewer has been assigned to your manuscript
- We are not responsible for the loss/deletion of a review after sending. However we are willing to work with customers on a case by case basis.

#### **Partial Refund:**

- If we can only secure one (1) or two (2) expert reviews instead of the three (3) included in your service tier, you will receive a prorated partial refund. You may choose to wait for additional experts to become available or accept the partial refund and receive fewer reviews.
- If a verified conflict of interest is discovered with one or more assigned reviewers
- If an expert is found to have used fabricated or artificial sources in their review
- If an expert publicly publishes or shares your submitted work without authorization

#### **No Refund:**

- Once reviewers have begun substantive work on your manuscript
- For dissatisfaction with review content, tone, or conclusions (reviews are expert opinions and may be critical)
- If you disagree with the feedback provided

**Quality Issues:** If you believe a review does not meet our quality standards, contact us at [EMAIL] within [5] business days of delivery. We will investigate and, if we determine the review is substantially deficient, we will offer one of the following remedies at our discretion: (a) assignment to a different reviewer for a new review, or (b) partial refund.

**6.4 Author Cancellation During Review** If you cancel after reviewers have been assigned and have begun work:

- Completed reviews will be delivered to you
- In-progress reviews will be automatically submitted at their scheduled completion deadline
- No refund will be provided for work already completed or in progress

**6.5 Expert Delays and Cancellations** If an assigned expert fails to complete their review within the allotted timeframe:

- Their incomplete work will be automatically submitted (if substantial)
- We will reassign your manuscript to another expert at no additional cost
- We will notify you of the delay and reassignment
- The delayed/non-performing expert will not be compensated

---

## 7. PROHIBITED CONTENT

**7.1 Unacceptable Submissions** We reserve the right to refuse service for manuscripts containing:

- Plagiarized or infringing content
- Illegal content or content that violates applicable laws
- Content that promotes violence, hatred, or discrimination
- Explicit sexual content involving minors
- Content submitted in bad faith or for purposes other than legitimate review
- [Add any other specific categories]

**7.2 Right to Refuse Service** We reserve the right to refuse service to any author or reject any manuscript at our sole discretion. If we refuse service before assignment, a full refund will be provided.

**7.3 Age Verification** You must be at least 18 years old to use our services. By submitting a manuscript, you confirm that you meet this age requirement. For manuscripts containing adult content, we may require additional age verification.

---

## **8. LIMITATION OF LIABILITY AND DISCLAIMERS**

**8.1 Platform Role** [PLATFORM NAME] acts as an intermediary between authors and reviewers.

We facilitate connections and manage the review process but do not guarantee the quality, accuracy, or completeness of any review.

**8.2 Service "As-Is"** Our services are provided "as-is" and "as-available" without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

**8.3 No Guarantees** We do not guarantee:

- That reviews will be error-free, comprehensive, or identify all issues in your manuscript
- That following reviewer recommendations will result in publication or commercial success
- Specific outcomes from using our service
- That reviewers will provide positive feedback

**8.4 Expert Opinion Disclaimer** Reviews represent the expert opinion of individual reviewers and may be subjective. Different reviewers may have different perspectives on the same work. Reviews should be considered as one input among many in your creative and publishing decisions.

**8.5 Author Responsibility** All decisions regarding publication, revision, or use of your manuscript remain solely your responsibility. We are not responsible for any outcomes resulting from your use or non-use of reviewer feedback. **Your decision to publish remains your own responsibility.**

**8.6 Reviewer Conduct and Malpractice** We are not responsible for malpractice by reviewers, including but not limited to:

- Use of fabricated, artificial, or fraudulent sources
- Illegal publication or sharing of your private material
- Misrepresentation of credentials or expertise
- Dishonesty or unethical conduct

**However, we will:**

- Investigate all credible allegations of reviewer malpractice
- Take appropriate action against reviewers found to have engaged in misconduct
- Cooperate fully with any legal action you choose to pursue against a reviewer
- Provide a refund if a review is deemed illegitimate due to verified malpractice

While we vet all reviewers and monitor for misconduct, we cannot guarantee that malpractice will never occur. Authors assume this risk when using any review service.

**8.7 Limitation of Damages** To the maximum extent permitted by law, [PLATFORM NAME] and its reviewers shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, publication opportunities, or business opportunities, arising out of or related to these Terms or use of our services.

**8.8 Maximum Liability** Our total liability to you for any claims arising from or related to our services shall not exceed the amount you paid for the specific service giving rise to the claim.

**8.9 Security** While we implement reasonable security measures to protect manuscripts, we cannot guarantee absolute security against unauthorized access, data breaches, or technical failures. You assume the risk of submitting confidential unpublished work to an online platform.

---

## 9. USE OF REVIEWS

**9.1 Author Rights** You may use the reviews you receive for any lawful purpose, including:

- Incorporating feedback into manuscript revisions
- Sharing with agents, publishers, or other industry professionals
- Quoting excerpts in promotional materials
- Publishing reviews in whole or in part

**9.2 Reviewer Attribution** You are not required to credit reviewers when using feedback, but if you publicly quote or reference specific feedback from your review, we request that you credit the reviewer as "Expert reviewer from [PLATFORM NAME]" or similar attribution.

**9.3 Platform Rights** You grant us permission to:

- Use anonymized, non-identifying excerpts from reviews for marketing and testimonial purposes
- Collect anonymized data about review processes and outcomes for service improvement and quality control
- Reference general statistics about our services (e.g., "We've reviewed over X manuscripts")

We will not publicly share your name, manuscript title, or any identifying information without your express written consent.

---

## 10. DATA AND PRIVACY

**10.1 Information Collection** We collect personal information necessary to provide our services, including your name, email address, payment information, location, and manuscript content. Our collection, use, and protection of your information is governed by our Privacy Policy [link].

**10.2 Manuscript Storage and Retention** Manuscripts are securely stored on our servers during the review process. Following review completion:

- [Choose: Manuscripts are deleted after X days / Manuscripts are retained in encrypted form for X months / Manuscripts are retained indefinitely unless you request deletion / Other retention policy]

You may request deletion of your manuscript at any time by contacting us at [EMAIL].

**10.3 Data Security** We implement industry-standard security measures including encryption, secure servers, access controls, and confidentiality agreements to protect your data and manuscripts. However, no system is completely secure, and we cannot guarantee absolute protection against all security breaches.

**10.4 Compliance** We comply with applicable privacy laws including [specify relevant laws: GDPR, CCPA, etc.]. For more information, see our Privacy Policy.

**10.5 Third-Party Services** We may use third-party service providers (payment processors, cloud storage, communication tools, etc.) who may have access to your information. All such providers are contractually obligated to maintain confidentiality and security.

**10.6 Data Requests** You may request access to, correction of, or deletion of your personal information by contacting us at [EMAIL]. We will respond to such requests within [X] business days in accordance with applicable law.

---

## 11. ACCOUNT AND PLATFORM USE

**11.1 Account Creation** You must create an account to use our services. Account creation requirements are specified in our Ultimate Member Registration Form. You are responsible for:

- Providing accurate and complete registration information
- Maintaining the confidentiality of your account credentials
- All activities that occur under your account
- Notifying us immediately of any unauthorized access

**11.2 User Conduct** You agree not to:

- Use our services for any unlawful purpose
- Submit false or misleading information
- Attempt to circumvent our platform to contact reviewers directly or discover their identities
- Harass, threaten, or abuse our staff, reviewers, or other users

- Attempt to gain unauthorized access to our systems
- Use automated tools to scrape or harvest data from our platform
- Violate the intellectual property rights of others
- Submit content prohibited under Section 7

**11.3 Account Termination** We reserve the right to suspend or terminate your account if you violate these Terms or engage in conduct we deem inappropriate, harmful, or fraudulent to our platform, staff, reviewers, or other users.

---

## **12. DISPUTE RESOLUTION**

**12.1 Complaints and Review Quality Issues** If you have concerns about the quality of a review, potential reviewer malpractice, or any aspect of our service, please contact us at [EMAIL] within [5] business days of review delivery. We will investigate all good-faith complaints and work toward a reasonable resolution.

**12.2 Process for Quality Complaints** When submitting a complaint:

- Provide specific details about the issue
- Include relevant documentation or evidence
- Allow us [X] business days to investigate and respond

We will review complaints fairly and determine appropriate remedies, which may include reassignment to another reviewer, partial refund, or other accommodation at our discretion.

**12.3 Informal Resolution** We encourage you to contact us first to attempt to resolve any disputes informally before pursuing formal proceedings.

**12.4 Governing Law** These Terms shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflict of law provisions.

**12.5 Arbitration** Any dispute arising from or relating to these Terms or our services shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall take place in [County], Kansas. Each party shall bear its own costs of arbitration. You waive your right to participate in class action lawsuits or class-wide arbitration.

**12.6 Exceptions** Either party may seek injunctive relief in court to protect intellectual property rights or prevent unauthorized disclosure of confidential information.

---

## 13. MODIFICATIONS TO TERMS

**13.1 Right to Modify** We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting to our website with an updated "Effective Date."

**13.2 Notice of Changes** For material changes, we will provide notice by:

- Posting a prominent notice on our website
- Sending an email to your registered email address at least [X] days before changes take effect

**13.3 Continued Use** Your continued use of our services after changes are posted constitutes your acceptance of the modified Terms. If you do not agree to the changes, you should discontinue use of our services.

**13.4 Prior Transactions** Changes to Terms do not retroactively affect services already purchased or reviews already in progress under the previous Terms.

---

## **14. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless [PLATFORM NAME], its officers, directors, employees, reviewers, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from:

- Your breach of these Terms
- Your violation of any law or third-party rights
- Your manuscript content (including any claims of infringement, defamation, or violation of privacy or publicity rights)
- Your use or misuse of our services
- Your interactions with reviewers or other users

---

## **15. SEVERABILITY**

If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, or if it cannot be made enforceable, it shall be severed from these Terms. The remaining provisions shall continue in full force and effect.

---

## **16. ENTIRE AGREEMENT**

These Terms, together with our Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and [PLATFORM NAME] regarding our services and supersede all prior agreements, understandings, and communications, whether written or oral.

---

## **17. WAIVER**

Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision. No waiver shall be effective unless made in writing and signed by an authorized representative of [PLATFORM NAME].

---

## **18. ASSIGNMENT**

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms without restriction.

---

## **19. CONTACT INFORMATION**

For questions about these Terms or our services, please contact us at:

**[PLATFORM NAME]**

[Address]

[Email]

[Phone]

---

## **20. ACKNOWLEDGMENT**

**BY SUBMITTING A MANUSCRIPT OR USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

---

**[PLATFORM NAME] reserves all rights not expressly granted herein.**

**Last Updated: [DATE]**