



TERMS OF SERVICE & PRIVACY POLICY for EDITORS

A Service brought to you by Ideal Type, LLC

Effective Date: January 13, 2016

1. Introduction

- 1.1 Please read these terms carefully. They cancel and replace any previous versions.
- 1.2 By submitting an application to join the Embark Editorial Agency (the “Agency”) as defined below, you agree to be bound by these terms and conditions. Please print or save these terms for future use as they will govern your use of the Services even in the event of a website outage or other circumstance in which they are not immediately available.
- 1.3 The Terms of Service, which includes the Privacy Policy, is available in the English language only.
- 1.4 The Agency website is owned and operated by Ideal Type, LLC. Information about the company can be found at www.ideal-type.com.
- 1.5 The Terms of Service, as outlined below, are in accordance with **California law**. See section 9 for more on legal liability and legal disputes.

2. Definitions

- 2.1 **“Service”** refers to the Embark Editorial Agency.
- 2.2 **“Service User”** refers to Service subscribers (writers and nonprofit organizations).
- 2.3 **“Service Operator,” “We,” and “Us”** refer to Ideal Type, LLC.
- 2.4 **“Content”** refers to any material submitted by the Service User to the Service for editing.
- 2.5 **“Editor,” “You,” and “Your”** refers to the individuals who are offering their editorial services via the Agency’s website.
- 2.6 **“Terms”** refers to these Terms of Service, which includes the Privacy Policy by reference.
- 2.7 **“Business Days”** refers to 9 a.m. to 5 p.m. Monday to Friday, Pacific Standard Time, excluding the days indicated in section 5.11.

3. Changes to Terms of Service and Privacy Policy

- 3.1 The Service Operator reserves the right to alter the Terms from time to time, as needed. All revised versions will be posted on the Service website at least 14 days before the new Terms become effective. You are responsible for keeping up to date with changes to the Terms by checking the Service website regularly. You will be bound by the revised Terms if you continue to use our Service following the effective date shown.

4. Editor Eligibility & Specification

- 4.1 You must be at least 18 years of age to join the Agency.
- 4.2 The application form is available by request via the Service Website. You may apply to join the Agency at any time by submitting a complete application, regardless of whether a previous application has been rejected. You may also apply to rejoin the Agency at any time following a prior, amicable termination. The Service Operator will approve or reject applications to join the Agency within 5 business days.
- 4.3 The minimum entry requirement is a 70% pass (grade B-) in a grammar/mechanics class and an introduction to copyediting class from an accredited provider based in the United States. You must provide proof of academic achievement (such as individual class achievement reports, transcripts, or a Certificate of Completion). See section 5.8.
- 4.4 You must be a fluent communicator in American English.
- 4.5 The Service is 100% electronic. Therefore, You must have access to the internet, email, Microsoft Office 2007 (or later versions) or other Office-compatible software, and a reasonable level of digital literacy.
- 4.6 You must have a thorough working knowledge of Microsoft Word, including the Track Changes editorial feature. Ideally, You will have experience editing files using cloud-based applications, such as Google Drive.
- 4.7 At a minimum, You must be able to reference *Chicago Manual of Style* (16th edition) and the latest *Associated Press Stylebook*.

5. Editing Services

- 5.1 The Agency is a professional development resource. You are not employed by the Agency and no payments will be made to You for work carried out through the Service.
- 5.2 You must complete a profile for the Service website that includes the level of editing You are offering (see 5.6 below) and certain personal information. See the Privacy Policy for more details.
- 5.3 Service Users request a specific editor via a form on the Service website. In the event that you are requested, We will forward the assignment details and the Service User's email address to You within 1 Business Day.
- 5.4 The Service is 100% electronic. The Service User will share the manuscript with You directly by email or via a file-sharing application, such as Google Docs, and all communication between You and the Service User during an assignment will take place via email. Editors must never request or agree to receive hard copy manuscripts under any circumstances or agree to meet Service Users in person (see 9.6).
- 5.5 Service Users can request that You follow either the *Chicago Manual of Style* (CMS) or the *Associated Press Stylebook* (AP). They may also ask You to follow a particular house or project style guide. When Service Users are not familiar with style guides, You will use Your judgment based on the intended publishing platform: CMS is preferable for fiction and creative nonfiction (memoir and personal essays), and AP for most other kinds of nonfiction.
- 5.6 Service Users have the ability to request the following services:

- LIGHT
The copyeditor will correct errors in spelling, punctuation, grammar, and usage, and will also flag major issues of accuracy and consistency.
 - MEDIUM
The copyeditor will correct errors in spelling, punctuation, grammar, and usage; check citations or key facts; and flag any inconsistency, redundancy, repetition, poor word choice, wordiness, overuse of the passive voice, poor logic or lack of clarity, incorrect idiomatic usage, and biased language.
 - HEAVY
The copyeditor will correct errors in spelling, punctuation, grammar, and usage; check citations or key facts; flag inaccuracies; address inconsistencies and overuse of the passive voice; eliminate wordy, repetitious, and redundant text; recast awkward sentences, incorrect idiomatic usage, and biased language; suggest more effective vocabulary; and propose solutions to problems of clarity of ideas, tone, and structure.
 - Project Style Sheet: Available for manuscripts of substantial length and complexity to ensure consistency and apply standards of spelling, punctuation, the treatment of numbers or words, and so on.
- 5.7 Editors must NOT edit Content at any other level other than the level requested by the Service User, or at any level higher than that for which they are qualified (see 5.8 below). If Service Users are not sure what level of copyediting they want, they have the option to request a sample edit from You. In this instance, You will illustrate each level using a representative excerpt from the manuscript.
- 5.8 The editing services You offer will be dependent on your level of training. For example, to offer light copyediting services, you must have completed the *first and second* classes of UC Berkeley Extension’s “Sequence in Professional Editing” (or equivalent at another school); You must have completed the third class to offer medium copyediting; and You must have completed all four classes to offer heavy copyediting. You may offer additional editing services as your training advances. Request an update of your online Editor profile by contacting the Service Operator and submitting appropriate evidence of education attainment.
- 5.9 You must deny editing services to (and report to the Service Operator) any Service User who submits Content to You that is deemed inappropriate by the Service Operator, including (but not limited to) Content that
- is defamatory, threatening, harassing, abusive, discriminatory, promoting of self-harm, or relating to sexual acts involving children;
 - infringes any intellectual property or the privacy of others.
- 5.10 You must reject the following types of Content, which are deemed inadmissible in the “Terms of Service & Privacy Policy for Subscribers”: manuscripts over 50,000 words, screenplays, stage plays, poetry, legal documents, academic papers, religious or party-political material, or illustration-heavy manuscripts.
- 5.11 The Service Operator and its Editors will NOT be expected to provide any services during any US [federal holidays](#).
- 5.12 You must notify the Service Operator of any planned period of unavailability, such as vacations, with as much notice as possible. There is no limit on the number of days an Editor may choose to be unavailable.

- 5.13 In the event that You are unable or unwilling to complete an editing job, notify the Service Operator as soon as possible so that the job may be reassigned with minimal impact on the Service Users.

6. Service Standards

- 6.1 Editors must accept or decline the request by emailing the Service User within 4 Business Days following the date of the assignment email from Us (see 5.3 above).
- 6.2 If you decline the assignment (see 5.9 and 5.10 above), your response to the Service User must include an explanation, and You are required to include the Service Operator in such correspondence. If You do not respond to a request, the Service Operator may terminate Your involvement with the Agency.
- 6.3 Gaining experience in assessing copyediting schedules is one of the benefits of joining the Agency. You will agree on a deadline for completing an edit with the Service User that is based on the length and editing needs of the manuscript. You must inform the Service User as soon as possible if You want to delay an agreed deadline.
- 6.4 You can expect a response from the Service Operator to any official complaint submitted within 10 Business Days. See section 8 for more information.
- 6.5 At all times, You will abide by the following “Editors’ Code of Ethics” (see 6.6 below), and failure to do so may result in the termination of your Agency involvement.
- 6.6 Editors’ Code of Ethics
- 6.6.1 Editors will ALWAYS**
- ✓ Respond promptly to service requests from writers
 - ✓ Be clear about what service is to be provided
 - ✓ Treat writers with courtesy in all correspondence
 - ✓ Value writers’ opinions and query in a clear, concise, and respectful way
 - ✓ Be prepared to support editing decisions and explain opaque edits
 - ✓ Be careful not to introduce any errors into a text
 - ✓ Endeavor to meet agreed deadlines and notify writers as soon as possible if there is to be any delay
 - ✓ Gracefully accept constructive feedback about editorial work
- 6.6.2 Editors will NEVER**
- ✗ Impose personal literary tastes and sensibilities upon a writer
 - ✗ Put at risk the intellectual property rights or personal data of writers (see section 10)
 - ✗ Discriminate against any writer on the basis of race, creed, color, ethnicity, national origin, religion, gender expression, sexual orientation or preference, age, or physical or mental ability
 - ✗ Make disparaging remarks under any circumstances about any colleague, client, or editing project
- 6.7 After each completed editing assignment, You must complete a short “Assignment Report” and also email the “Service Feedback Form” to each Service User. Data will be used to promote or improve the Service for Service Users and Editors.

7. Termination of Membership

- 7.1 Editors may terminate their membership of the Agency at any time by emailing the Service Operator and providing a termination date. In the event that You are unable or

unwilling to complete an editing job prior to termination, notify the Service Operator as soon as possible to minimize the impact on the Service Users.

- 7.2 The Service Operator reserves the right to discontinue the Service at any time. Editors will be given notice 14 business days prior to the permanent shutdown of the Service.
- 7.3 If upheld by the Service Operator, a formal complaint issued by a Service User against You may result in the termination of Your membership (see section 10).
- 7.4 Termination of Your Agency membership may also result
 - i. If You claim to represent the Embark Editorial Agency, either in public or private, without first obtaining permission from the Service Operator
 - ii. If You engage in any activity that may bring the Embark Editorial Agency into disrepute
 - iii. For any other reason at the sole discretion of the Service Operator

8. Complaints Procedure

- 8.1 In the unlikely event of a formal complaint against You by a Service User, the Service Operator will notify You as soon as possible, and You will have 5 business days to respond.
- 8.2 Editors must report any dispute that arises with a Service User, or any complaint against the Service User, to the Service Operator by email as soon as possible, clearly describing the nature of the dispute or complaint.
- 8.3 You must not attempt to resolve any dispute directly with the Service User. The Service Operator will investigate the complaint with both parties and act as mediator in order to resolve any dispute quickly.
- 8.4 We recommend that you save all email conversations with Service Users for reference in the event of a dispute.

9. Limits of Liability and Legal Disputes

- 9.1 We do not guarantee that the Service will be uninterrupted or error-free and are not responsible for any losses arising from such interruptions or errors.
- 9.2 The Service Operator will not be held responsible for monetary or other losses caused to You by the cancellation of the Service or your termination from use of the Service.
- 9.3 We do not recommend or endorse, nor are we legally responsible for, any third-party websites, services, or advertisements the Service uses or features on its website. You use any third-party provider at your own risk.
- 9.4 You will NOT provide advice to any Service User on what constitutes fair use of material owned by others, or any other legal matter pertaining to a Service User's manuscript. Should you do so, You will indemnify and hold the Service Operator harmless against any legal dispute that may arise as a result.
- 9.5 Should any legal action be brought against the Service Operator as a result of Your misconduct or violation of these Terms, You agree to reimburse Us for any fees, expenses, and damages We incur in defense of the claim.
- 9.6 We do not screen, verify, or otherwise do any background checks on any Service Users or Editors. Therefore, we strongly discourage You from sharing any personal information or meeting with any Service Users or Editors. If you do so, it is at your own risk.

9.7 THE SERVICE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES INCURRED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, USE, OR PROFIT, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

10. Protecting Intellectual Property and Privacy

10.1 To protect Service Users' intellectual property and privacy, You must commit to taking the following security measures:

- i. You will never share the email addresses or the submissions of Service Users without their written permission.
- ii. You will never use public computers to edit manuscripts for the Agency.
- iii. When working in a public space on a portable device, You will never leave it unattended, and you will protect it from theft.
- iv. You will choose a strong password for the email account You use for communicating with Service Users.
- v. You will keep updated the programs You use to edit manuscripts.
- vii. You will notify the Service Operator and any potentially-affected Service Users of any actual or suspected security breach affecting the email account You use for Agency correspondence.

10.2 It is Editors' responsibility to protect their data when corresponding with Service Users (see section 9.6). We recommend that You set up a separate email account for professional use only and NEVER use your personal email account for Agency work.

10.3 In addition to enforcing the Privacy Policy (below), the Service Operator will take the following security measures to protect the data entrusted to it:

- i. We will change the all administration passwords every six months, or as needed.
- ii. We will never share emails without written permission.
- iii. Sensitive information will always be viewed in private, never in a public space.
- iv. Antivirus and firewall software will be installed on the computers used to manage Service data.
- v. Computer software will be regularly updated.
- vi. We will notify You as soon as possible if any security breach is found to have occurred.
- vii. All data will be kept in the cloud and never on a hard drive.

PRIVACY POLICY for EDITORS

This privacy policy is designed to inform users of the Embark Editorial Agency website ("Website") about how Ideal Type, LLC ("Ideal Type", "our", or "we") gathers and uses personal information submitted to and through the Website by Editors. Ideal Type will take steps to protect user privacy consistent with this policy ("Privacy Policy") and applicable U.S. laws.

In this Privacy Policy, "Editor" or "you" refers to any person viewing and/or using the Website to submit and/or gather information about joining the Agency and providing edits to submitted content, and submits any personal information to Ideal Type through the

Website or other means requested by Ideal Type. By using the Website, you acknowledge that this Privacy Policy is part of our Terms of Service, and by accessing or using our Website, you agree to be bound by all of our terms and conditions, including this Privacy Policy.

IF YOU DO NOT AGREE WITH THIS PRIVACY POLICY, PLEASE STOP USING THE WEBSITE IMMEDIATELY.

What Data is Collected From Editors on the Website?

We take the security and privacy of your personal information very seriously and only collect information you voluntarily provide to us. Categories of personally identifiable information that we intentionally collect include your name, email address, the time zone in which you live, selected work history, and academic records pertaining to copyediting qualifications.

In the case of academic records (such as Certificate of Completion or achievement reports), you may blackout any personal information that we do not specifically request, such as a mailing address, before emailing them to us as part of your application.

Web Tracking Information. The Website uses Google Analytics, a web analytics service provided by Google, Inc. Google Analytics uses “cookies,” which are small pieces of information sent by a website that is saved on your hard disk by your computer’s browser. It holds information a website may need to interact with you and personalize your experience. Cookies can be used on the Website to recognize you, but that does not necessarily mean any personal information is stored in the cookies. We store no personal information about you with the cookies. We use cookies to look at how groups, rather than specific individuals, use our website. Cookies help us develop an understanding so that we can continue to improve our website. You may refuse the use of cookies by selecting the appropriate settings on your browser or mobile device, but please note that if you do this you may not be able to use the full functionality of this website.

“Do Not Track” Signals. We do not track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

How Does Ideal Type Use the Personal Data It Collects?

Ideal Type will use the personal information collected from Editors to contact them and facilitate interactions with Service Users. Your first name, the initial of your last name, and email address will be shared with Service Users who review your profile on the Website and request your services. If you do not wish to have your email address shared with specific Service Users, you may interact with them through Ideal Type’s team at embark@ideal-type.com. Ideal Type may also use your personal data for administering promotions and marketing campaigns; analyzing Website use; and customizing the Website’s content, layout, and services.

Is Editors’ Data Shared With Any Others?

We know you are very concerned about the security of your personal information and we do not share this information with third parties who are not employed or contracted by Ideal Type. Other Editors shall not have access to your personal information unless you post it publically for them to access.

Ideal Type uses the MailChimp email newsletter service and the names and email addresses of all Editors are automatically added to the MailChimp database. MailChimp never sells lists or emails. See the [MailChimp privacy policy](#) for more information. You may unsubscribe from the newsletter at any time.

If Ideal Type is involved in a merger, acquisition, or asset sale, we will continue to ensure the confidentiality of any personal information and give affected Editors notice before personal information is transferred or becomes subject to a different privacy policy.

We will share personal information with companies, organizations, or individuals outside of Ideal Type if we believe that access, use, preservation, or disclosure of the information is necessary to: meet any applicable law, regulation, legal process, or enforceable governmental request; enforce applicable Terms of Service, including investigating potential violations; detect, prevent, or address fraud, security, or technical issues; or protect against harm to the rights, property, or safety of Ideal Type, our Service Users, Editors or any other users, or the public, as required or permitted by law.

Web tracking information may be disclosed to third party contractors in order to analyze Website performance and Editor behaviour and/or improve the Website. Aggregate information that does not contain personal information may be disclosed to any third parties, such as potential customers, business partners, advertisers, and funding sources, in order to describe our business and operations.

Except as set forth above or as otherwise authorized by you, Ideal Type will not disclose, sell, trade, or otherwise transfer personal information to any third party. Ideal Type shall in no event be liable to you for any use or misuse of personal information by any third party with whom your personal information has been shared in accordance with the terms of this Privacy Policy.

Can Personal Information Be Changed and Removed from the Website?

Editors may contact embark@ideal-type.com to request that their profile or other personal information be deleted from the Website, amended, and/or removed from Ideal Type mailing lists. Each email sent to Editors also includes instructions for unsubscribing to Ideal Type emails at the bottom of the email, and these requests will be processed as quickly as practicable. Ideal Type reserves the right to verify Editor identity in such cases.

Even after account modification or removal, copies of personal information may remain on the Website to the extent that it had been previously shared with other users and Editors. In addition, after an approved deletion Ideal Type may retain certain information in order to prevent identity theft, fraud, and other illegal activities; comply with its legal obligations; enforce its Terms of Service; collect any fees owed; resolve disputes; troubleshoot issues; assist with any investigations; and take any other actions as permitted by law. Removed information may remain in archives, but will not be available to other users or third parties.

How Do We Protect User Information?

Ideal Type uses a variety of security precautions to protect the security and integrity of all Editor information, in accordance with this Privacy Policy and all applicable laws (see Terms

of Service section 10). We use a variety of industry security technologies, procedures and policies to help protect your information from disclosure, use or unauthorized access.

However, as no storage or transmission is completely secure, we cannot guarantee that no breaches in security will be made. Without limitation of the foregoing, we cannot be responsible for the actions of unauthorized third parties that breach our security, and by using this Website you acknowledge that, while Ideal Type will make every effort to protect Editors' personal information, Ideal Type is not liable if Editors' personal information is viewed or tampered with by a third party. If Ideal Type becomes aware of a data breach of the information stored on or for its Website, Ideal Type will take reasonable efforts to notify Editors of such a security breach within seven (7) business days of becoming aware of the data breach. These efforts may include, but are not limited to, an email notification and/or an announcement on the Website.

Other Information for Editors

Foreign Website Users. Ideal Type is a United States-situated company and is subject to the applicable state and federal laws of the United States. Editors accessing the Website and its services consent to the use and disclosure of information in accordance with this Privacy Policy and applicable governmental law.

Other Disclosures. Except as otherwise specifically included in this Privacy Policy, this Privacy Policy addresses only Ideal Type's use and disclosure of information that you provide to it. If you disclose your information to third parties, different rules will apply to their use or disclosure of your information and you should review their privacy policies carefully.

Eligibility. Ideal Type does not intend that the Website will be accessed or used by children under the age of 18 years old, and such use is prohibited. The Website is designed and intended for adults, and all Editors must be at least 18 years old. By using the Website you represent that you are at least 18 years old and understand that you must be at least 18 years old to be an Editor with the Service.

Data Requests. You have the right to request personal data that we hold about you, subject to us reserving the right to withhold such data to the extent permitted by law. We may charge an administration fee in line with data protection laws and we may also require appropriate evidence of identity.

Terms of Service. This Privacy Policy forms part of, and is subject to, the provisions of Ideal Type's Terms of Service.

Effective Date and Changes to the Privacy Policy. This Privacy Policy is effective as of January 13, 2016. We reserve the right to change this Privacy Policy at any time. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, issuing an email to the email addresses listed by registered Editors and/or posting the revised Privacy Policy on the Terms of Service page on the website. You acknowledge and agree that it is your responsibility to maintain a valid email address as a registered Editor, review the Website and this Privacy Policy periodically, and be aware of any modifications. Your continued use of the Website after such modifications will constitute your: (a) acknowledgment of the

modified Privacy Policy; and (b) agreement to abide and be bound by the modified Privacy Policy.

If you have any questions regarding this Privacy Policy, please contact us at embark@ideal-type.com.