



# TERMS OF SERVICE & PRIVACY POLICY for SUBSCRIBERS

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 registering to use 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](http://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”, “Your”, and “You”** refer to Service subscribers.
- 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”** 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 In this section, **“Business Days”** refers to 9 a.m. to 5 p.m. Monday to Friday, Pacific Standard Time. Business Days exclude all US Federal holidays.

## 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 Business 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. Service Rules

- 4.1 You must be at least 18 years of age to subscribe to the Service.
- 4.2 Each Service User will be issued a unique identification number. Service Users may NOT transfer their identification number to another person under any circumstance or use their identification number to access the Service on behalf of an unregistered party.
- 4.3 You may request an Editor by using ONLY the official request form provided by the Service Operator on the Service website.
- 4.4 The Service User may ONLY submit Content that they own in its entirety.
- 4.5 Subject to the availability of Editors, there is no limit to the amount of Content a Service User may submit.
- 4.6 You may NOT submit more than one piece of Content to one particular Editor at a time. However, subject to Editor availability, You may simultaneously submit multiple requests for different Editors.
- 4.7 You may NOT submit any Content to the Service that is deemed inappropriate by the Service Operator, including (but not limited to) Content that
- breaches any applicable law, regulation, or code of conduct in Your country, including Content that is defamatory, threatening, harassing, abusive, discriminatory, promoting of self-harm, or relating to sexual acts involving children; and/or
  - infringes any intellectual property or the privacy of others
- 4.8 The Service Operator's determinations regarding the availability of Editors, whether Content is inappropriate, or any other decision affecting Your ability to submit Content shall be final and may not be disputed. All refund requests shall be subject to section 7 of these Terms.
- 4.9 The Service is 100% electronic. No hard-copy submissions will be accepted by the Service Operator, and any such submissions will be destroyed on receipt.
- 4.10 You may ONLY submit electronic manuscripts that are Microsoft Office™ .doc or .docx formats. Copyediting is done via the Track Changes™ feature. Alternatively, GMAIL™ users may share Google Doc manuscripts with Editors via Google Drive™.
- 4.11 The following types of Content will not accepted by Editors: Manuscripts over 50,000 words, screenplays, stage plays, poetry, legal documents, academic papers, religious or party-political materials, or illustration-heavy manuscripts.

- 4.12 All content on the Service that is not submitted by a Service User, such as blog posts and other materials, is owned solely by the Service Operator. Service Users are prohibited from republishing any content posted on the Service, whether it is owned by the Service Operator or another Service User, without the owner's express permission.

## **5. Service Standards**

- 5.1 You will receive a unique identification number by email within 3 Business Days following receipt of your subscription form.
- 5.2 You can expect a response to Your request from an Editor within 5 Business Days. In the event of a denial of Service by an Editor, the response to the Service User will include an explanation. See section 6 for more information.
- 5.3 Deadlines will be agreed by both the Service User and the Editor and will be dependent on manuscript length as well as the level of editing required.
- 5.4 You can expect a response from the Service Operator to any official complaint submitted within 10 Business Days. See section 8 for more information.
- 5.5 There is no official limit to the amount of Content that You may submit to the Service, but this is dependent on the availability of Editors. We will make every effort to recruit sufficient Editors to meet demand from Service Users, but We cannot guarantee that the Service can meet every request. It may be necessary from time to time for the Service Operator to impose temporary conditions on the amount of Content that may be submitted by individuals in order that all Service Users can access the Service. These temporary conditions will be prominently posted on the Service website for new Service Users, and existing Service Users will be notified by email.

## **6. Denial or Cancellation of Service**

- 6.1 You must not attempt to continue using our Service if We have given You notice of termination of Service by email.
- 6.2 Feedback provided by a Service User that uses offensive, abusive, or aggressive language, or is deemed in any other way inappropriate by the Service Operator, may result in termination of Your subscription without refund.
- 6.3 Harassment of an Editor via email, social media, or any other platform by You, including (but not limited to) inappropriate or offensive language, sending unwanted messages, or any unwanted activities unrelated to the Service will result in immediate cancellation of Your Service subscription without refund.
- 6.4 Editors may decline to provide a Service to You for the following reasons:
- the Content breaches the Service Rules outline in section 4
  - they feel they are not an appropriate editor for Your Content
  - they do not believe they can meet Your desired deadline
- 6.5 If You feel You have been unfairly denied Service, please follow the complaints procedure outlined in section 8.

- 6.6 The Service Operator reserves the right to discontinue the Service at any time.
- 6.7 You may cancel Your subscription at any time by sending an email request to [embark@ideal-type.com](mailto:embark@ideal-type.com). You will receive an email confirmation that Your subscription has been cancelled within 10 business days. No refunds will be given except for one of the reasons expressly set forth in these Terms.
- 6.8 Subject to the continuation of the Service, the Agency reserves the right to, at any time, introduce a limit to the number of times that individual Service Users may renew their subscription.

## **7. Registration Fee, Payment, and Refund**

- 7.1 You must pay a subscription fee to access the Service. Your subscription begins on the date You pay the subscription fee, which is not payable until You make your first editor request.
- 7.2 The subscription is valid for six months (183 days).
- 7.3 Payment of the subscription fee will only be accepted via PayPal (link will be provided by email to subscribers). No other payment methods will be accepted.
- 7.4 The initial subscription fee is \$25.00 for six months' access to the Service. Service Users will be notified when their subscription is about to expire. The Service Operator reserves the right to raise the price of subscriptions at any time.
- 7.5 Refunds will be issued only if an official complaint made by You is upheld by the Service Operator AND if You request to cancel Your registration. See section 8. By accepting the refund, You are agreeing to cancel Your subscription. If You make an official complaint, but do not wish to cancel Your subscription, a refund will not be issued, but the Service Operator will endeavour to cure Your complaint within reason.
- 7.6 Due to the minimal cost of subscription, no refunds will be offered in the event that the Service ceases operation, unless a Subscriber has paid the subscription fee but has not receive any Service. In that instance, the fee will be refunded in full.

## **8. Complaints Procedure**

- 8.1 During the Service's start-up phase, We expect some issues to arise that may affect Service delivery. Furthermore, all Editors are providing pro-bono services in order to refine their skills and they cannot guarantee that an edited manuscript will be error-free. Therefore, We ask that all Service Users be patient, assist by providing constructive feedback—see 8.5 below—and submit an official complaint only as a last resort.
- 8.2 Editors are required to agree to an “Editors’ Code of Ethics” (available on the Service website). Any breach of this Code is grounds for complaint and possible refund of the Service User’s subscription fee in whole or in part.
- 8.3 Editing is largely a subjective process and no two editors will address errors or query an author in exactly the same way. You are at liberty to accept or reject

any number of changes proposed by an Editor. Simply disliking a particular Editor's style, therefore, will not be considered grounds for an official complaint. However, You are entitled to resubmit the Content to other Editors for a broader range of feedback, pursuant to these Terms.

8.4 All edits are provided "as is" and without any warranty, express or implied, as to their accuracy, completeness and/or any particular outcome.

#### 8.5 **Minor Complaints**

8.5.1 Feedback about the Service can be submitted via a Service Feedback Form, which will be emailed to You by the Editor following the completion of each editing assignment. In providing feedback, You are giving permission to the Service Operator to use it in whatever way it sees fit.

8.5.2 We are committed to considering ALL feedback that is submitted and will endeavour to notify You of any changes made to the Service as a result of the feedback. However, we may not provide an individual response to Your feedback if you do not request a response.

8.5.3 In pursuance of its mission to support the professional development of Editors, the Service Operator encourages Service Users to submit respectful feedback that is

- i. helpful to the development of the Service in general
- ii. helpful to the professional development of a specific Editor

#### 8.6 **Major Complaints**

8.6.1 You must email the Service Operator at [embark@ideal-type.com](mailto:embark@ideal-type.com) for an Official Complaint Form and then complete all the required fields in the form.

8.6.2 The Service Operator requires 21 Business Days from the receipt of the Official Complaint to respond to You with a proposed resolution.

8.6.3 If the resolution proposed by the Service Operator is satisfactory, You must agree via email within 21 Business Days. Failure to agree within this timeframe constitutes a withdrawal of the complaint. If a refund has been requested and is approved, the registration fee will be reimbursed via PayPal.

### 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 We shall not be liable for any disputes arising from the publication of any Content that has been edited through the Service.

9.3 By using the Service, You agree that You will indemnify the Service Operator and/or any Editors against any legal dispute arising from the publication and dissemination of Your Content, and You will be responsible for any other loss or damage suffered by Us arising from Your breach of these Terms or misuse of the Service.

9.4 By subscribing to the Service, You warrant that all Content submitted by You is original and owned by You.

- 9.4 You are solely responsible for the accuracy of facts, figures, and citations contained within Content submitted to the Service.
- 9.5 You are solely responsible for clearly and accurately crediting the use of material owned by others.
- 9.6 You are solely responsible for obtaining permissions to use material owned by others, whether published or unpublished, or quoted directly or indirectly.
- 9.7 You will not seek, and the Service shall not provide, advice from the Service or Editors on what constitutes fair use of material owned by others, or any other legal matter pertaining to Your Content.
- 9.8 The Service, the Service Operator, and/or the Editors are not responsible for ensuring that any advice or practical information provided by You in Your published Content will not cause injury or monetary loss to any reader.
- 9.9 The Service Operator will not be held responsible for monetary or other losses caused to You by the cancellation of the Service.
- 9.10 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.
- 9.11 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 other Service Users or Editors. If You do so, it is at Your own risk.
- 9.12 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 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 SUBSCRIBERS**

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 Service Users and Subscribers. Ideal Type will take steps to protect user privacy consistent with this policy (“Privacy Policy”) and applicable U.S. laws.

In this Privacy Policy, “Subscriber,” “Service User,” or “you” refers to any person viewing and/or using the Website to submit and/or gather information about submitting written work (“Content”) for editing to the Website, 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 Subscribers 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 (or a pseudonym if you prefer) and email address. If you are registering for the Website as a non-profit organization, we may also collect your company name, mailing address, employer identification number, contact email address, and annual operating budget.

All payments from Subscribers are processed through PayPal. Ideal Type does not store any payment information, including bank account information, credit card numbers, or billing addresses. PayPal collects, processes, and stores payment information per the terms of its own privacy policy. To view the privacy policy for PayPal, please visit PayPal’s external website [here](#).

**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 that it Collects?**

Ideal Type will use the personal information collected from Subscribers and Service Users to contact them and facilitate interactions with Editors. Unless you indicate otherwise, your name and email address will be shared with one or more Editors who review your Content submission(s). If you do not wish to have your email address shared with specific Editors, you may send your Content to Ideal Type's team at [embark@ideal-type.com](mailto: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 Subscriber or Service User's Data Shared With 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 Subscribers shall not have access to your personal information unless you post it publically for them to access. 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 Subscribers and Service Users notice before personal information is transferred or becomes subject to a different privacy policy.

Ideal Type's mailing list is managed with the MailChimp email newsletter service. Service Users who subscribe to our mailing list via the website will have their names and email addresses added to the MailChimp database. MailChimp never sells lists or emails. See the [MailChimp privacy policy](#) for more information. Service Users may unsubscribe from the newsletter at any time.

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 Subscribers or any other Service 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 Subscriber or Service User 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?**



Subscribers and Service Users may update, correct, and/or delete their personal information or request that their personal information be removed from Ideal Type mailing lists by sending an email [embark@ideal-type.com](mailto:embark@ideal-type.com). Each email sent by the Service Operator also includes instructions for the recipient about 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 Subscriber or Service User 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 Subscriber and Service User information, in accordance with this Privacy Policy and all applicable laws (see section 10 of “Terms of Service for Subscribers”). 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 Subscribers’ personal information, Ideal Type is not liable if Subscriber or Service Users’ 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 Subscribers and Service Users 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 Subscribers**

**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. Subscribers and other users 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. 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 subscribe to the Service and submit content to the Website.

Ideal Type does not knowingly collect, use, or disclose personal information from Subscribers and Service Users who are under the age of 18 years old or anyone without the authority, right, or capacity to represent themselves.

**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 Subscribers and/or posting the revised Privacy Policy on the Terms of Service page of the website. You acknowledge and agree that it is your responsibility to maintain a valid email address as a registered Subscriber, 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](mailto:embark@ideal-type.com).**