

Terms and Conditions for Precision

Application

These Terms and Conditions will apply to the purchase of services by you (the **Customer** or **you**). I am Juanita George trading as Precision of Road Town, Tortola, British Virgin Islands VG1110 with email address operations@iamprecision.com; telephone number 284-499-3348; (the **Supplier** or **I** or **me**). These are the terms on which I sell all Services to you. By placing an order with Precision, you agree to these Terms and Conditions. It is therefore in your interest to read the Terms and Conditions located on my website <https://iamprecision.com>.

Interpretation

Customer means an individual or entity acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;

Contract means the legally binding agreement between you and me for the supply of Services;

Order means the Customer's order for the Services from the supplier as submitted following the step by step process set on the Website and in these Terms;

Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you via the website;

Services means the services advertised on the Website and in these Terms;

Terms means the entirety of this document;

Website means my website <https://iamprecision.com> on which services are advertised.

Terms of use

In order to use my Website and/or receive Services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this Website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you. Tertiary level students under 18 years of age, who prove enrolment with a class schedule or enrolment verification document, may also utilize my Website and/or receive Services.

Services

Precision offers proofreading, copy editing, creating writing and professional document production. All services are digital. This means that products will only be received and delivered electronically. Prints can be provided in exceedingly extraordinary circumstances, at my discretion, at the Customer's expense.

1. The description of Services is as set out on the Website, social media platforms and other forms of advertisements.
2. All Services which appear on the Website are subject to availability.
3. I can make changes to Services which are necessary to comply with any applicable law or safety requirement. I will notify you of these changes.
4. You have the option to make a custom order if the specifications of the packages don't match your needs. It is your responsibility to ensure that any information or specification you provide is accurate.
5. The description of Services on my Website does not constitute a contractual offer to sell my Services. When an Order has been submitted, I can reject it for any reason, although I will make every effort to inform you of the reason without delay.

The Order Process:

6. Requests for Services can be made by phone, text or email.
7. Once a request has been made, I will request a valid email address from the Customer, where I can send Precision's editing brief and/or writer's guide. These are user-friendly fillable MS Word forms. Each or both forms, determined by what is requested, must be completed by the customer in entirety, saved and returned to Precision by email.
8. Any final clarifications are made once I have read your editing brief and/or writer's guide.
9. I will quote you a price.
10. We will come to a verbal or written agreement to proceed.
11. You are required to pay a 50% deposit before work can begin on your request.
12. Once your deposit is paid, you will receive an Order confirmation by email. You are asked to ensure that the details in the Order confirmation are accurate and immediately inform me of any errors. By placing an Order, you agree to confirmation of the Contract between you and I, for me to complete the request made and for you to pay the remaining balance once completed.
13. All packages include up to 3 revisions. Further revisions may be negotiated at an additional cost, not specified in the price list. Every revision will again be confirmed by Contract between you and I, through an email describing the revisions agreed upon.

Payment

1. The prices I charge for using my services are listed on the website. I reserve the right to change my prices for Services displayed at any time, and to correct pricing errors that may inadvertently occur.
2. Any revision past the embedded 3 revisions that every package includes, will be charged at a price (not fixed) upon negotiation.
3. All clients are required to pay a 50% deposit for work to commence.

4. Payments can be made via PayPal (*with your PayPal account, Master Card, VISA, Discover or American Express card*) on the website, Zelle transfer app or cash. No other method of payment is accepted at this time.
5. The final product will be delivered to you with a Precision watermark attached to it. In order to remove the watermark, you must pay the remaining balance in full via the available payment methods.
6. The Website and the PayPal button on the website are SSL Encrypted; which means that your personal data is securely entered for processing.

Privacy

1. Your privacy is critical to me. I respect your privacy and comply with the General Data Protection Regulation of the European Union, with regard to your personal information.
2. For the purposes of these Terms and Conditions:
 - a. ‘Data Protection Laws’ mean any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
 - b. ‘GDPR’ means the General Data Protection Regulation (EU) 2016/679.
 - c. ‘Data Controller’, ‘Personal Data’ and “Processing” shall have the same meaning as GDPR.
3. I am a Data Controller of the Personal Data I process in providing Services to you.
4. Where you supply Personal Data to me so I can provide Services to you, and I process that Personal Data in the course of providing the Services and goods to you, I will comply with my obligation imposed by Data Protection Laws:
 - a. Before or at any time of collecting Personal Data, I will identify the purposes for which information is being collected;
 - b. I will only process Personal Data for the purposes identified;
 - c. I will respect your rights in relation to your Personal Data; and
 - d. I will implement technical measures to ensure your Personal Data is secure.
5. For any enquiries or complaints regarding data privacy, you can contact the creative director at operations@iamprecision.com.

Promotional emails and content

Customers are invited to join Precision’s Partnership Program (PPP) by subscribing on the website <https://iamprecision.com>. PPP is designed to keep customers connected to Precision and each other. By subscribing you agree to receive promotional messages, materials and exciting updates to my Services, by email or any other contact form you may provide me with (including your phone number for calls or text messages). If you wish to opt out of receiving such promotional messages, materials or updates, please just notify me at any time.

Delivery & storage

I will deliver the final product to an agreed email or other electronic destination by the published delivery time or within the agreed period.

The final product will become your responsibility from the completion of delivery. You are strongly encouraged to examine the final product before paying for and accepting final delivery, as beyond this your request will be treated as a new request, incurring full packaged fees.

A portfolio of all works completed will be kept on an external hard drive for future reference and advertisements (with permission). Customers' files will be deleted after 3 years; therefore, you are encouraged to preserve your own records.

Withdrawal & cancellation

1. The Contract between you and me is made once you pay your 50% deposit and continues as long as it takes to perform the Services and deliver the final product.

Withdrawal & cancellation by the Customer

2. You can withdraw your Order by telling me before the Contract is made, if you simply wish to change your mind and without giving me a reason, and without incurring any liability.
3. If you wish to withdraw the Order *after the Contract has been made but before the final product is delivered*, you will forfeit your 50% deposit. You must complete a cancellation form. If there is a reasonable explanation for withdrawal beyond your control, you may be reimbursed for the time and expertise *not* spent editing or writing but will be charged for time and expertise spent editing or writing. The amount charged is at my discretion, given time and expertise spent editing or writing and the explained circumstances. You will be provided with a written explanation for the subsequent charges via designated email or other electronic destination and will be expected to pay under the terms of the Contract entered and explained herein.
4. You cannot withdraw *after the final product has been delivered, with or without watermark*. Payment must still be paid in full, given time spent and expertise used on the Service.

Withdrawal & cancellation by Precision

5. As it pertains to editing services, the Customer may request a level of Service. However, I reserve the right to request samples of their work and to suggest another level of Service, if the body of work will misrepresent Precision's standards and values. Assessments and recommendations are critical to the quality of the product given back to the Customer. This stipulation is implemented to ensure I produce

the highest quality of work, both expertly representing Precision and the Customer. Precision reserves the right to decline a job *before the Contract is made*, if we are unable to reach a compromise about the level of editing, if the work is outside of my competencies, if the customer is not willing to alter libelous content, and if the customer is not willing to give appropriate credit to copyright, trademark and intellectual property owners.

6. I will only cancel an Order *after the Contract is made* due to circumstances beyond my control, such as technology failures, illness, serious illness or death of a close relative or friend, and emergency travel. In this instance, your 50% deposit will be refunded to you.
7. I will; however, opt to postpone delivery rather than cancel your order, wherever possible. If you agree to such, postponement of delivery which falls outside of published delivery times or agreed time periods, will result in discounted rates as follows:
 - a. 2.5% of the full price for each day I am late;
 - b. deduction of add-on costs for faster delivery, for each day I am unable to meet the agreed faster speed. After the threshold for faster delivery is passed, 2.5% of the full price will then be deducted for each day I am late.

Risk and title

You do not own any product edited or written by Precision until I have received payment in full.

You can transfer the benefit of this Contract to someone else but will remain liable for its obligations under the Contract.

Indemnification (compensation for harm or loss)

You agree to indemnify and hold Precision harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the Website or any of the Services offered on the Website.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall Precision, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service.

To the maximum extent permitted by applicable law, Precision assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature

whatsoever, resulting from your access to or use of our Service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

Retention of right to change offering

I may, without prior notice, change the Services; stop providing the Services or any features of the Services I offer; or create limits for the Services. I may permanently or temporarily terminate or suspend access to the Services without notice and liability for any reason, or for no reason.

Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review this page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our Service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the Website or the Service.

Ownership of intellectual property, copyrights and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of <https://iamprecision.com>. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a licence in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

All materials including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos and music, submitted to Precision to be used in Services offered, must be the intellectual property, copyright or trademark of the individual or entity submitting them. Otherwise; permission must be first sought from the intellectual property, copyright or trademark owners for use, where applicable. Precision is unable to edit or produce material that violates any ownership violations.

Governing Law, jurisdiction and complaints

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the Services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the British Virgin Islands and the European

Union, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in the British Virgin Islands. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

If there is an issue with your Order please send a detailed email to operations@iamprecision.com. I will aim to respond with an appropriate solution within the number of days specified under the delivery time of the package you have chosen.

I aim to follow the code of practice set forth by the Society for Editors and Proofreaders in the UK, copies of which are available at <https://www.sfep.org.uk/standards/code-of-practice>.

Precision reserves the right to decline or cancel any job as outlined in Withdrawals and Cancellations. Referrals to trusted partners will be made where applicable.

Customer support details & contact info

All support related matters and/or complaints may be made to operations@iamprecision.com, 284-499-3348 via text, WhatsApp or phone call.

Attribution

These Terms were created using a document from Rocket Lawyer (<https://www.rocketlawyer.com.gb/en>) and an article from wix.com (<https://support.wix.com/en/article/creating-a-terms-and-conditions-policy>)

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