

# EditAway Single Document Editing Terms and Conditions

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Please note that all clients – whether new or existing – are assumed to have read and agreed to these terms and conditions **prior to** submitting their documents for editing.

**Introduction.** These Terms and Conditions describe the relationship between a company, Writeaway Services, LLC (“Writeaway” or “Editaway” or “we”) and the “Client” who has accepted an Editaway proposal to edit a specific document (“document,” “paper” or “materials”) provided to Editaway by the Client.

Note that “Editaway” is a tradename and “Editaway.us” is a domain and website of Writeaway Services, a Maryland LLC.

For the purposes of these Terms and Conditions, the words “document,” “paper” and “materials” are interchangeable.

**Client qualifications.** To qualify as a client for editing services, a person must be at least eighteen years old and must reside in the United States.

To qualify for college student rates, a person must also be a part-time or full-time student at a vocational school, community college, four-year college or university. High school students, even if they are 18 years old, do not qualify as clients or for college student rates.

**Editing services. Note that Editaway does not write (originate) documents for our clients.** We edit client materials to suggest changes in the way they are written – changes that are intended to improve clarity and effectiveness. The editing we do is, in other words, about improving how a document, written by or for our Client by a third party, communicates the Client’s objectives and arguments. Editaway does not research, originate or write papers for its Clients, nor do we advise, in any way, regarding core content or arguments. **Our editing is about form, not substance.**

With respect to our student Clients in particular, it is our hope that our editing services will, over time, help them improve their writing skills, eventually making them less dependent upon editing services to write better papers on their own.

**Document qualifications.** Documents that Editaway agrees to edit must meet the following criteria.

1. Subject to written exceptions offered by Editaway for specific documents it receives, Client documents must be typewritten using Microsoft® Word<sup>1</sup> (“Word”) or compatible software, delivered to Editaway as a .doc or .docx or Apple® Pages<sup>2</sup> (“Pages”) document or as a PDF file that can be converted into a Word or Pages document. Other format documents may not be accepted for editing or, if accepted, may involve additional charges for editing that are not defined in these Terms and Conditions.

Clients can submit printed materials for editing – such as, for example, a printed brochure or user guide – but additional charges, not specified in these Terms and Conditions, may apply.

2. Client documents must be written in American English.

If the document involves the use of foreign, non-American English words or expressions, Editaway will not be responsible for editing that involves those words and expressions.

3. Editaway does not edit scientific, engineering, medical or other technical documents.
4. The document can be a draft, but must be completely written, including all the essential components of a finished paper.
5. The Client asserts that he/she – or the entity the Client represents – is the original author and owner of the document and, as such, is legally authorized to commission an editor, such as Editaway, to suggest changes to it.

Editaway does not edit documents for parties who are themselves claiming to be the editors of those same documents for their clients. The services Editaway provides are, exclusively, for the author and owner of the document with whom Editaway must have direct, unfettered access.

6. For the purposes of this contract, the Client asserts that there are no legal, institutional and/or administrative policies or rules prohibiting or discouraging editing of the document by an editing services provider like Editaway.

**Procedure.** Here is how the program works...

1. Prospective Clients initiate their relationship with Editaway by filling out and submitting an Editaway “Client Document Submission Form” form as explained on the Editaway website, Editaway.us. This form is filled out and submitted online, through the Editaway.us website, and includes the uploading of a single document that we are being asked to edit.

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<sup>1</sup> Microsoft and “Microsoft Word” are registered trademarks of Microsoft Corporation.

<sup>2</sup> Apple and “Apple Pages” are registered trademarks of Apple, Inc.

2. During its regular business hours which are weekdays, excepting holidays, 9 AM until 5 PM ET, Editaway reviews the document it has received and responds within three business days with a standard form “Proposal for Editing Services” (“Proposal”) that includes a targeted “Turnaround Date,” a description of our charges for editing the document we have received and other information.

For Editing Services Request forms that indicate an urgent need for editing, Editaway responds within 24 hours.

Promised Turnaround Dates vary depending upon several factors including nature and length of the document and timing relative to other ongoing Editaway editing engagements.

3. The Client authorizes Editaway to proceed by responding, via email, to a “Proposal for Editing Services” as instructed by that proposal. By accepting our proposal, the Client acknowledges having read and agreed to these Terms and Conditions and having agreed to the fees and other charges, if any, defined in the Proposal related to the Client’s document.
4. By no later than the Turnaround Date, Editaway will return the Client’s original document, together with a separate, detailed list of so-called “edits.” Edits are comments and specific changes Editaway recommends that the Client make and/or descriptions of problems with the original Client text that Editaway can’t or is reluctant to fix.

Note that the Turnaround Date is a reasonable objective, a guideline, not a hard date such that our failure to deliver work by this date might result in a loss of fees Editaway is due and/or penalties.

5. Editing services provided by virtue of this agreement include proofreading, but not fact-checking or analysis of points made by the Client’s document. Editaway “edits” pertain to writing only – that is, to grammar, flow, clarity, style and the overall effectiveness at communicating what the client is saying – but never to the underlying content and arguments the Client might be making.
6. Edits are returned to the Client via email at which time payment of Editaway’s fee and other charges, if any, are due, in full, via payment made at Editaway.us via a major credit card or Apple Pay<sup>3</sup>. The client then has seven calendar days to pose questions about the edits and ask for additional advice about the same document to which inquires Editaway will, for no additional charge, respond as quickly as possible, usually within a matter of hours.
7. Changes to the document delivered to Editaway by the Client after the original Client document is received will reset the Turnaround Date and may increase total charges by Editaway depending upon the nature and extent of changes

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<sup>3</sup> Apple Pay is a registered trademark of Apple, Inc.

received. There will be a new Turnaround Date and additional charges may apply.

8. Subsequent documents submitted by the Client will follow these same procedures as if they were the first and only documents submitted for editing by the Client.

### **Fee and Payment.**

1. In general, Editaway charges its Clients fees based on a number of factors, including, but not limited to, the number of words in the documents clients send us, the nature of the material and type of client. With respect to the latter, non-profit and student clients are generally charged less than their for-profit client counterparts.
2. **As a rule, Editaway charges its Clients a minimum of \$40 per engagement.**
3. For Clients that engage Editaway on a regular, ongoing basis, Editaway may offer these Clients the cost and other advantages of subscription services at prices that are determined on a case-by-case basis.
4. As noted above, all payments due from the Client to Editaway must be made online via a major credit card or Apple Pay.

### **Liability.**

1. The Client holds Editaway (Writeaway Services, LLC) and individual members of its staff harmless relative to any use, by the Client, of Editaway edits, including any and all forms of the Client's document that Editaway comments and suggestions may have recommended or otherwise suggested. Editaway and its staff are not, in other words, responsible, to any extent and in any way, for the consequences of changes to Client materials that Editaway may have suggested, whatever the nature of those recommendations.
2. Editaway makes no claim whatsoever that the use of its edits will improve Client business, grades or other measures of the Client's success.

### **Other Terms.**

1. Without cause, explanation or consequences, Editaway reserves the right to decline to edit any document submitted to it or to do business with any specific Client.
2. Editaway rates defined in this Contract *may* not apply to documents having more than 5000 words as measured by Microsoft Word's "Word Count" feature. 5000 words is roughly the equivalent of twenty 8.5"x11" double-spaced pages

or ten 8.5"x11" single-spaced pages.

Editaway does, in fact, edit longer documents for its clients, but the terms of this contract *may* not apply. Email [Contact@Editaway.us](mailto:Contact@Editaway.us) or call 443-844-3160 for information about the cost of Editaway services for editing longer documents.

3. Except as required by law or court order, all Client documents and communications are held by Editaway in strict confidence. No one, other than the Client, has a right to know anything about the Client's business with an Editaway Client, not even the fact that someone might be now or has ever been an Editaway Client.
4. Under no circumstances will Editaway sell or otherwise share a Client's name, contact information or documents with anyone, period.
5. The Client retains 100% ownership of and control over his, her or its materials. Editaway has no ownership interest in or control over the Client's documents whatsoever.
6. These Terms and Conditions and all agreements of any kind between Editaway and its Clients shall be interpreted according to the laws of Maryland in the United States.
7. These Terms and Conditions are subject to change from time to time, but such changes will not apply to editing business with the Client that is already underway at the time changes are made.
8. If any term, condition or other agreement between Editaway and the Client is determined to be unenforceable as a matter of law, all other terms, conditions and agreements are still enforceable.

**Please address any questions and requests for additional information to:**

Writeaway Services  
d/b/a Editaway and Editaway.us  
443-844-3160  
[Contact@Editaway.com](mailto:Contact@Editaway.com)



\_\_\_\_\_, July 21, 2022  
Les Cohen, Senior Writer/Editor