**TERMS OF SERVICE**

**Welcome to EliteReviser.com**

**The terms of service set forth below governs the terms of use of this website ("the Website") with respect to all Services offered through our website. Throughout this Agreement, the terms “You” or “Your” shall apply to you “the customer” and the terms “Us” or “Company” shall refer to EliteReviser.com**

1. **SCOPE OF USE**
   1. Your use of this website is for the purposes of utilizing our EliteReviser.com's online platform to view and learn more of our proofreading and editing Services, and to view the EliteReviser.com’s overall general content and also includes viewing listings of advertisers and users, using technology to give access to advertisers of that media, licensing its intellectual property technologies to other companies worldwide, and distribution of content across channels. In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site (“Registration Data”); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to the EliteReviser.com, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.
   2. All content on the Site, including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the “Site Content”), are the proprietary property of EliteReviser.com, its users or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the EliteReviser.com’s prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Site. Provided that you are eligible for use of the Site, you are granted a limited license to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content, you may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Such license is subject to these Terms of Use and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of the EliteReviser.com, is strictly prohibited and will immediately terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.
2. **ELIGIBILITY TO USE THE SITE**
   1. The Website is provided for online viewers over the age of 18, and for registered participants. Scammers, hackers, promoters of unauthorized content will be barred from the website and prosecuted to the full extent of the law.
3. **OPERATION OF THE WEBSITE**
   1. The Website provides a marketplace for the viewers to learn more about our proofreading and editing services (collectively our “Services”), books and services and to subscribe to EliteReviser.com’s communications.
   2. The role ofEliteReviser.com is expressly limited to making the Website available to its viewers and maintaining the Website.
   3. EliteReviser.com neither accepts responsibility, nor is it liable, in any manner, for any negligence, misconduct or other inappropriate, unlawful or unprofessional behavior by the viewer in connection with content viewed on the Site.
4. **MEMBER ACCOUNT, PASSWORD AND SECURITY**
   1. Registering and using the Website may involve you setting up an account and giving a password.
   2. By submitting registration information to us through our website, you represent and warrant that all information you provided is valid, complete and accurate, and you will inform us immediately of any updates or other changes to such information.
   3. You are fully responsible for maintaining the confidentiality of your account and the password, including all activities that occur under your account or password. You agree to immediately notify us of any unauthorized use of your account or password and any breach of security or misuse or suspected breach of security or misuse of the service and ensure that you exit from your account at the end of each session if you use a shared computer. EliteReviser.com shall not be liable for any loss or damage arising from your failure to comply with this Clause 4.
5. **CONTENT, ACTIVITY PROHIBITED**
   1. Please carefully choose the information you post on the Website and that you provide to other users. You must not misuse the EliteReviser.com website. You will not: send or otherwise post unauthorized commercial communications to users (such as spam); upload viruses, trojans, worms, logic bombs or other malicious code; corrupt data; cause annoyance to other users; post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence; use the Website to do anything unlawful, misleading, malicious or discriminatory; facilitate or encourage any violation of these Terms and Conditions.
   2. We reserve the right, in our sole discretion, to reject, edit or refuse to post any content and to remove any content from the website, whether or not the content is expressly prohibited by these Terms of Service, or to restrict, suspend, or terminate your access to all or any part of the Services at any time, for any or no reason, with or without prior notice, and without liability.
   3. Further, your use of our website is subject to the following Rules:
      1. EliteReviser.com advises you not to reveal any personal information about yourself or anyone else that would allow you to be identified, including but not limited to telephone number, home address, business address, delivery address or email address.
      2. EliteReviser.com reserves the right to close user accounts if we believe a user is using proxy Internet Protocol addresses (IPs) as a method to hide the use of multiple accounts or to disrupt any of our services in any way. If you use multiple logins for the purpose of disrupting the community, we may pursue legal action against you and close your accounts.
      3. By submitting any material to us, you automatically grant EliteReviser.com a royalty-free, perpetual, exclusive right and license to use, modify, edit, adapt, publish, re-use, translate, reverse engineer, distribute, perform and display such material in whole or part worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed.
      4. You acknowledge that we are not obliged to publish any material submitted by you.
      5. By submitting any material to us, you agree to use the Website and Community areas in accordance with these Rules and website Terms of Service.
      6. If you fail to abide by these rules, you may be sent an email which informs you why your contribution has been refused or edited. This email will also include a warning that continuing to break the rules may result in action being brought against your account(s). Action may include any content posted by you being checked before being allowed to browse through the Website or a temporary or permanent suspension of your ability to participate in any or all of the EliteReviser.com website.
      7. EliteReviser.com reserves the right to edit or delete any contribution, or act against any user account, at any time, for any reason.
      8. If you do not want to grant EliteReviser.com the permission set out above on these terms, please do not submit or share your contribution to the Site.
6. **COPYRIGHT**
   1. Copyright and other intellectual property rights in any communications, ideas, or other materials submitted or offered to us by third parties or by you through on, or by this website, unless specifically requested by us, shall become our property. You agree that submissions by you to this website must not risk infringing any right of any third party and in addition, you agree that no submissions by you to this website will be or contain libelous or otherwise unlawful, abusive or obscene material or constitute an invasion of privacy. As such, you are and shall remain solely responsible for the content of any submissions you make to the website.
   2. You acknowledge and agree that the material and content contained within this website is made available for your viewing pleasure and that you may only download such material and content for the purpose of using this website. Accordingly, we suggest that you do not use this website to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content. Nothing contained in these Terms of Service shall be construed as conferring any license or right to use any trademark, design right or copyright on the EliteReviser.com’s website.
7. **DISCLAIMER OF WARRANTIES**
   1. The service, the content and the information on this Website areprovided on an**"AS-IS" and "AS AVAILABLE" basis**. EliteReviser.com, to the fullest extent permitted by law, disclaims all warranties, whether expressed, implied, statutory or otherwise, with respect to the Website, any information offered on or through the Website or any third party.
8. **LIMITATION OF LIABILITY AND INDEMNITY**
   1. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ELITEREVISER.COM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE WEBSITE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ELITEREVISER.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF DAMAGES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS OR YOUR USE OF THE SITE EXCEED, IN THE AGGREGATE, $100.00 WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL ELITEREVISER.COM OR ITS RESPECTIVE OFFICERS DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, SUBSIDIARIES, DIVISIONS, DISTRIBUTORS, SUPPLIERS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THIS SITE HAVE ANY LIABILITY FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR OTHERWISE INCURRED IN CONNECTION WITH THE LOSS OF ANY DATA OR INFORMATION CONTAINED IN YOUR ACCOUNT OR OTHERWISE STORED BY OR ON BEHALF OF ELITEREVISER.COM.
9. **ARBITRATION; WAIVER OF JURY TRIAL AND CLASS ACTION; APPLICABLE LAW/JURISDICTION**
   1. **Binding Arbitration.** Any dispute, controversy or claim arising out of or relating to these Terms, or its breach, which cannot be resolved between the parties through negotiation within thirty (30) days, shall be submitted to the respective arbitrary entity located in a State of the United States that is agreed upon by the affected Parties, for mandatory binding arbitration in front of a single arbitrator chosen in accordance with the Rules of such entity. Discovery shall be permitted, but only to the extent that the documents are directly relevant to and needed for fair resolution of one or more of the issues of importance and can be located and produced at a cost that is reasonable in the context of all surrounding facts and circumstances. When the cost and burden of discovery are disproportionate to the likely importance of the requested materials, the arbitrator may deny the requests or require that the requesting party advance the reasonable cost of production to the other side.
   2. **Additional Provisions.** The arbitrator may not award non-monetary or equitable relief of any sort, nor award damages inconsistent with these Terms. All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to enforce the results of the arbitration or to comply with legal or regulatory requirements. The arbitrator shall render its award in writing and will include the findings of fact and conclusion of law upon which the award is based. The result of the arbitration shall bind the parties and judgment on the arbitrators’ award may be entered in any court having jurisdiction. In addition to any and all other relief to which a Party may be entitled, the arbitrator shall award reasonable attorneys’ fees and costs, including reasonable expert witness fees and costs, to the prevailing Party (should there be one) in any such arbitration.
   3. **Waiver of Jury Trial; Individual Basis; Equitable Relief.** The parties surrender and waive the right to submit any dispute to a court or jury, or to appeal to a higher court. The parties agree to arbitration on an individual basis. Where enforceable, NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS OR PERSONS, OR ARBITRATE ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER WEBSITE USERS. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).  Notwithstanding the foregoing, nothing in these Terms shall prohibit either party from seeking and obtaining from a court of competent jurisdiction (without necessity of posting bond) injunctive relief in order to preserve the status quo and/or avoid irreparable harm for which monetary damage would be insufficient.
   4. You agree to defend and indemnify us and our agents and officers, directors, employees, contractors, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of or related to the use of the Website by you, for any breach of these Terms of Service by you.
   5. The EliteReviser.com website may also contain links to other websites, which are not operated by the EliteReviser.com. When you activate any of these you will leave the website and we have no control over and will accept no responsibility or liability in respect of material on any website which is not under our control.
   6. We may terminate your use of the website immediately if we consider that you have breached these Terms of Service.
10. **JURISDICTION**
    1. The website is controlled and operated in the State of Texas. Any terms and conditions concerning the usage of this website will be governed by Texas law.
11. **GENERAL**
    1. We may change these Terms of Service at any time. If any of these Terms of Service are invalid or unenforceable, the remainder of these Terms of Service shall continue to have full force and effect.
    2. We will not be responsible to you for any delay or failure to comply with our obligations under these Terms of Service if the delay or failure arises from any cause beyond our reasonable control.
    3. If you breach these Terms of Service and we take no action, we will still be entitled to use our rights and remedies in other situations where you are in breach.
    4. EliteReviser.com reserves the right to amend, remove or vary the Services and/or any page of this Website at any time and without notice.
12. **USERS**
    1. EliteReviser.com is committed to providing impeccable proofreading and editing services at reasonable prices to our users. However, EliteReviser.com does not have a duty to refund the purchase price of any service under any circumstance unless explicitly agreed to by EliteReviser.com. If applicable, any refund will be processed in the original currency via the original payment method within five to seven business days from receipt of a request. EliteReviser.com will not process any refunds for amounts less than $10.00 USD. Price, terms, and availability are subject to amendment without further notice to the User. All prices are quoted in U.S. dollars (USD) unless otherwise referenced. EliteReviser.com and its affiliates reserve the right to limit quantities, to request payment prior to delivery of service, to refuse service, or to cancel orders at its own discretion. Cancellation of an order by the customer may incur additional costs depending on how much work has been previously performed on the document.
    2. Purchase prices and invoices may be based on information that you, the User, provide to us, including the word count of the documents you are submitting for service. You represent and warrant that such information is accurate, and you agree to pay to EliteReviser.com any additional charges arising from any inaccuracy in such information within seven days of notification thereof. EliteReviser.com does not have a duty to verify the accuracy of such information but will refund overpayments arising from inaccuracy therein within five to seven business days of the discovery thereof.
    3. EliteReviser.com may, at its own discretion, offer monthly invoicing arrangements to regular business and personal users and agree to additional or modified terms for such arrangements. Unless otherwise agreed to in writing, payment shall be due when an invoice is rendered. Non-sufficient funds (NSF) checks and payments more than 30 days past due may be subject to further administrative charges of up to $50.00 (USD) and interest at a rate of 1.5% per month or (19.56% APR).
    4. If you do not provide accurate contact information, or if you do not respond promptly if we require further information, EliteReviser.com will not be responsible for delays in providing the service.
    5. If you create an account, a login username and password are required. It is your responsibility to protect that information, including without limitation, to use effective passwords that are not easily discoverable, and keep login username and passwords confidential. You are responsible for any activity that occurs under your login username, and you will advise EliteReviser.com immediately if you discover any compromise of your passwords or suspect unauthorized use of the site using your identity and/or personal information.
    6. Due to international privacy regulations and our constant commitment to protecting the confidentiality and security of our clients’ documents, any access to completed files are restricted to one month. Please note that EliteReviser.com is not a file storage platform. Please download and save your completed files within one month of your order’s completion. Thereafter, a fee of $25.00 (USD) will be charged for each recovery of any completed file.
13. **PRIVACY**
    1. Please see our privacy policy, which is incorporated herein by reference.
14. **ENTIRE AGREEMENT**
    1. These Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and the EliteReviser.com. Any waiver of any provision of the Terms of Service will only be effective if in writing and signed by a Director of the EliteReviser.com.