

Terms and conditions

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply Services to you.

1.2 Why you should read them. Please read these terms carefully before you accept. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 Are you an individual author/writer or publisher/literary agent? In some areas you will have different rights under these terms depending on whether you are a writer/author or publisher/literary agent.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are MyManuscripts Limited registered in England and Wales. Our company registration number is 10958250 and our registered office is at 'The Piggery', Seymour Road, Headley Down, Hampshire GU35 8JX

2.2 How to contact us. You can contact us by telephoning + **44 (0)345 053 7459** or by writing to us at support@mymanuscripts.com

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us when you subscribed.

2.4 "Services" means the provision of a non-exclusive, non-transferable right, without the right to grant sublicenses to permit you to use the digital platform (www.MyManuscripts.com) which will allow writers and authors to connect with publishers and literary agents and vice versa.

2.5 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 Our contract with you – writers and authors. Our contract with you will start once you have created a login and accept these terms and conditions. Initially this will cover a 28 day free trial period. During or after this period, should you decide to continue using the Services, your contract will be extended once you have paid your subscription at which point we will email you confirmation of this. Before the Services are fully enabled, you need to have completed all the required elements in order for your work to be viewed and accessible by publishers and literary agents.

3.2 Our contract with you – publishers and literary agents. If you are a publisher or literary agent our contract with you begins once you have created a login and accepted these terms and conditions. Before the Services are fully enabled you need to have completed all required elements in order to search and view authors and their work.

3.3 You shall not access, store, distribute or transmit any viruses or any material during the course of using the Services that is:

- (a) unlawful, harmful, threatening, defamatory, obscene, fringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;

(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f) is otherwise illegal or causes damage or injury to any person or property

and we reserve the right, without liability or prejudice to our other rights, to disable your access to any material that breaches the provisions of this clause.

3.4 You shall not:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Services and or documentation (as applicable) in any form or media or by any means; or

(b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or

(c) access all or any part of the Services in order to build a product or service which competes with the Services; or

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise exploit or otherwise make the Services available to any third party; or

(e) attempt to obtain, or assist third parties in obtaining access to the Services other than as provided under these Terms and Conditions.

3.5 You shall:

(a) Writers and authors - You hereby declare and acknowledge you own all legal right, title and interest in and to all of the material you create and upload to the MyManuscripts site and you shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such material at all times.

b) Publishers and literary agents - MyManuscripts makes no representation, warranty or commitment and shall have no liability or obligation whatsoever (to the fullest extent permitted by law) in relation to the content or use of, or correspondence between you (publishers/literary agents and authors/writers).

Any contract or transaction entered into and any contract or transaction completed between you is between you alone and will not involve MyManuscripts in any way. We recommend you seek independent legal advice prior to entering into any contract or transaction with each other. We do not endorse or approve any particular publisher, literary agent, author or writer.

In particular, you shall indemnify MyManuscripts and keep us indemnified against any and all third party Claims which may be asserted against or suffered by us which relate to the content of any work or infringement of any and all third party intellectual property rights. "Claims" shall mean all demands, claims and liabilities (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and all other expenses of any nature incurred in connection with those demands, claims and liabilities.

4. PROVIDING THE SERVICE

4.1 We will use reasonable endeavours to make the Services available to you 24 hours a day, seven days a week until your subscription expires or you end the contract as described in Clause 5 and Clause 6 or we end the contract by written notice to you as described in Clause 7.

4.2 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the Services. For example, a valid email address or full telephone number including country and area code. If so, this will have been stated on our portal. If we do not have this information (or if it is

incorrect) we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, without liability to us, we may not be able to deliver the Services. We do not accept any liability for supplying the Service late or not supplying any part of it, if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

4.3 Reasons we may suspend the supply of Services to you. We may have to suspend the supply of the Services or any part of the Services to you in order to:

- (a) deal with planned maintenance; and
- (b) deal with unscheduled maintenance to address technical problems or make minor technical changes;
- (c) update the Services or any part to reflect changes in relevant laws and regulatory requirements.

4.4 Your rights if we suspend the supply of Services. We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency.

4.5 We cannot under any circumstances guarantee that your work will be published.

5. YOUR LEGAL RIGHTS TO END THE CONTRACT

5.1 Your rights when you end the contract will depend on what you have bought, when you decide to end the contract and whether you are a consumer or business customer:

(a) If the Services are mis-described you may have a legal right to end the contract

(b) If you are a consumer and have changed your mind about the Services, see Clause 5.2 below. You may be able to get a refund if you are within the statutory 14 day cooling-off period, but this may be subject to administrative deductions (a £1.50 admin handling fee would be required to be deducted);

5.2 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer you have a legal right to change your mind within 14 days of subscribing for the Services.

6. HOW TO END THE CONTRACT WITH US

6.1 Without prejudice to Clause 5, you can end your contract with us at any time by not renewing your monthly subscription. For the avoidance of doubt, you will continue to have access to the Services from the date you cancel your monthly subscription renewal until the end of the month in which you cancel.

6.2 Subject to Clause 5, no refunds are available if you cancel for any reason during a subscription month.

6.3 Ending the contract with us if you have paid via PayPal. You will need to login to your PayPal account and follow their advertised instructions for cancelling a subscription.

6.4 Ending the contract with us if you have paid via Stripe. You can cancel your subscription by logging on to the MyManuscripts portal, going to your MyAccounts section and clicking the cancel subscription button.

7. OUR RIGHTS TO END THE CONTRACT

7.1 We may end the contract if you break it. We will end the contract with you if you have not made your payment by the due date. If you have accidentally or inadvertently failed to make a payment, you are able to reactivate the contract by logging on to your MyManuscripts account and clicking the upgrade account button.

7.2 We may withdraw the service. We may write to you to let you know that we are going to stop providing the Services for any reason. We will let you know at least one month in advance of our termination of the supply of the Services.

8. IF THERE IS A PROBLEM WITH THE SERVICES

How to tell us about problems. If you have any questions or complaints about the service, please contact us. You can telephone us at +44 (0) 345 053 7459 or write to us at support@mymanuscripts.com

9. PRICE AND PAYMENT

9.1 Publishers. If you are a publisher, access to the Services will be free of charge.

9.2 Writers and Authors. If you are a writer or an author, the price of the Services will be indicated on our website page when you subscribe to the Services.

9.3 When you must pay and how you must pay. Writers and authors will be given a free 28 day trial ("Trial Period"), after which payment must be made monthly, unless the subscription is terminated in accordance with these Terms and Conditions.

9.4 All amounts and fees stated or referred to in these Terms and Conditions:

- (a) shall be payable in pounds sterling, US dollars or euros;
- (b) are, subject to Clause 5, non-cancellable and non-refundable;
- (c) are exclusive of value added tax where appropriate.

9.5 We shall be entitled to increase the subscription fees upon 90 days' prior notice to you.

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

10.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

10.3 We are not liable for business losses. If you are a consumer we only supply the Services to you for domestic and private use. If you use the Services for any commercial, business or re-sale purpose our liability to you will be limited as set out in Clause 11 below.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

11.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) defective services under the Consumer Protection Act 1987; or

(e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

11.2 All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

11.3 Subject to Clause 11.1:

(a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

(b) our total aggregate liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of either £100 or the total subscription fees paid during the 12 months immediately preceding the date on which the claim arose.

11.4 Except as expressly and specifically provided in these Terms and Conditions:

(a) you assume sole responsibility for results obtained from the use of the Services and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by you to any publishers, writers or authors (as appropriate);

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded by us from these Terms and Conditions;

(c) the Services are provided to you on an “as is” basis.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our GDPR document which can be found on our website.

13. OTHER IMPORTANT TERMS

13.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract as set out in clause 6.

13.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if for example, if a publisher or literary agent transfers their rights to a new owner who only supports vanity or self-publishing.

13.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

13.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

13.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.

These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

13.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business.

If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

13.8 Changes to these terms and conditions

Without prejudice to your rights to end the contract, we may vary or change these terms and conditions at any time. In the event that these terms and condition are varied or changed, we will inform you in advance in writing.

13.9 Proprietary rights

You acknowledge and agree that we own all intellectual property rights in the Services. Except as expressly stated herein, these Terms and Conditions do not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licences in respect of the Services.

13.10 Third Party Providers

We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any third-parties or any transactions completed by you and any contract entered into and any transaction completed by you with the relevant third party. We recommend that you refer to the third party's terms and conditions and privacy policy prior to entering into any relationship with third parties. We do not endorse or approve any one particular third party.

13.11 Confidentiality

Both you and we shall keep confidential information (notified to the other party as confidential information at the time of disclosure) confidential and shall not disclose it to any third party or publish it in any way without the express written consent of the disclosing party.

13.12 Indemnity

You shall defend, indemnify and hold harmless us against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services.