

TERMS AND CONDITIONS
GENIUSCRIBES' ACADEMIC SERVICES

Dissertation Project and Process Terms and Conditions

1. GENIUSCRIBES reserves the right to refuse service to anyone based upon its own discretion.
2. All materials written and/or edited on CLIENT'S behalf by GENIUSCRIBES will become CLIENT'S exclusive intellectual property upon receipt of full agreed-upon payment for the project.
3. CLIENT will retain full ownership of all materials generated as a result of this business exchange.
4. CLIENT'S completed project will be delivered in a digital format in both an editable document as well as a PDF.
5. Timelines for completion of project that are communicated to CLIENT are only an estimate. No compensation, refunds, or discounts will be given for project completion exceeding estimated turnaround time communicated to CLIENT.
6. CLIENT must request all changes and revisions to the final product within 14 days of its receipt. Final project, including all requests for revisions and rewrites, will be completed within an estimated 30 days of their receipt.
7. GENIUSCRIBES may not retain CLIENT'S completed files on its servers after a period of 90 days after final project delivery, so it is up to each CLIENT to maintain their own files of completed projects.
8. While GENIUSCRIBES takes great care in editing documents, final responsibility for the content, meaning and use of the document belongs to the CLIENT. CLIENTS must carefully read through their edited documents, word for word, to ensure that intended meanings have not been inadvertently changed in the editing process.
9. GENIUSCRIBES will utilize its best efforts to produce the best work possible for the CLIENT. However, the ultimate responsibility for accepting or rejecting the work rests with the CLIENT, and GENIUSCRIBES accepts neither responsibility nor liability for damages or costs caused by any content, typos, errors or omissions in the document.
10. The primary means by which GENIUSCRIBES prefers to communicate is via e-mail, not telephone or voice mail. When e-mailing, CLIENT should allow 24 business hours for a response.

11. GENIUSCRIBES makes no assurances that the academic services offered to CLIENTS are guaranteed to result in the successful completion of an academic program, defense presentation, and/or graduation.

Financial and Payment Terms and Conditions

1. The maximum coaching and editing hours required to bring CLIENT'S will vary according to the project.
2. All installment payment options require payments to be made on a monthly basis (if ordering by chapter) unless hours are ordered on an as-needed basis. Each installment payment will incur a \$25 installment fee. Installment due dates will be determined upon signing of this Agreement.
3. Late payments that are made after midnight of the agreed-upon monthly due date will incur a 5% late fee at GENIUSCRIBES' discretion. An additional late fee will be incurred after each additional 30 days of late payments. All late fees must be paid in order to consider CLIENT'S balance to be current and to receive final delivery of the project.
4. All financial obligations associated with this project, including late fees, must be paid in full prior to delivery of the final product.
5. For academic services, coaching sessions and editing work will only be performed after each agreed-upon monthly installment payment is received. If payment will be made by cash or check in person, please notify GENIUSCRIBES in advance and submit payment at the beginning of the coaching or editing session.
6. The only type of check that GENIUSCRIBES accepts is cashier's checks. Please allow 7 business days for cashier's check to clear financial institution before scheduling interviews.
7. All payments made online via credit card will incur a 4% administrative fee for invoice preparation. Please request an online payment invoice at least 24 business hours in advance so that payment may be made by the installment payment deadline.
8. GENIUSCRIBES reserves the right to refuse service to any CLIENT whose project has fallen into inactivity.
9. GENIUSCRIBES offers no refunds for payments made for coaching and editing but will work continuously to ensure that all CLIENTS are 100% satisfied with the company's coaching and editing services.

Legal Terms and Conditions

1. **Liability.** CLIENT and all entities affiliated with CLIENT hold blameless and without liability GENIUSCRIBES and any of its Sponsors or Partners for any issues related to any retreat, workshop, seminar or other event produced by GENIUSCRIBES.
2. **Property Damage or Loss.** GENIUSCRIBES will not assume any responsibility for damages to, or loss of, any data or materials produced by GENIUSCRIBES for the CLIENT after a period of 90 days of final delivery of product or the period indicating the end of project window.
3. **GENIUSCRIBES' Property.** GENIUSCRIBES names, logos, taglines (Nerds with Pens), trademarks, product symbols, and any other items that identify GENIUSCRIBES ("GENIUSCRIBES' Property") shall remain the property of GENIUSCRIBES. CLIENT acknowledges and agrees that GENIUSCRIBES is the sole owner of all rights to GENIUSCRIBES Property and that GENIUSCRIBES has the sole and exclusive right to all items or works that used, are based upon, or otherwise incorporate GENIUSCRIBES Property, including but not limited to all copyrights.
4. **Communication and Correspondence.** Any notice, consent, approval, demand or other communication to be given or sent to either party (from GENIUSCRIBES to CLIENT or from CLIENT to GENIUSCRIBES) hereunder must be in writing and shall be deemed to have been duly given or sent if given in writing.
5. **Cancellation of Contract.** Any controversy or claim pertaining to the cancellation of this Agreement, which cannot be acceptably negotiated by both parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the Arbitration(s) may be entered in any court having jurisdiction thereof.
6. **Amendments to Contract.** No change, addition, deletions, or amendments of this Agreement shall be valid or binding for either party unless presented in writing and signed by both parties. It is declared by both parties that there are no oral or other agreements or understandings between the parties executing this Agreement. Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending, or changing the expressed terms and provisions of this Agreement.
7. **Execution of Contract.** This Agreement shall be executed in any number of counterparts, each of which shall be taken to be an original. If any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the voided portions were deleted.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

9. **Force Majeure.** Should events beyond the reasonable control of GENIUSCRIBES, including but not limited to acts of God, war, strikes or labor disputes, government regulation or advisory (including travel advisory warnings), civil disturbance, terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices, curtailment of transportation services or facilities which would materially affect attendees from attending the event, disaster, fire, earthquakes, hurricanes, unseasonable extreme inclement weather in GENIUSCRIBES' operating area, shortages or disruption of the electrical power supply causing blackouts or other essential utilities in GENIUSCRIBES' operating area, computer hacking, or any other cause reasonably beyond the parties' control (collectively referred to as "occurrences"), making the fulfillment and delivery of products, services or events commercially impracticable, impracticable to perform, illegal, or impossible to fully perform under this Agreement as the Parties originally contracted, in such case the affected Party may terminate this Agreement, without liability of liquidated damages, attrition fees, cancellation fees, rental charges, service charges, or any direct, consequential, compensatory, special incidental damages or any other damages or amounts of any nature whatsoever, upon written notification.

By proceeding to the remittance of payment for services, CLIENT acknowledges reading, understanding, and agreement to operate by all stated terms contained within this Agreement. With his/her signature, CLIENT agrees to secure the professional writing services of GENIUSCRIBES to begin project work on his/her behalf.