

# Terms of Service

# Terms of Service

of THEPUBLISHING.CO.UK – also see General Terms & Conditions

Users of the Services offered by THEPUBLISHING.CO.UK acknowledge and accept these terms and conditions.

## **Owner of THEPUBLISHING.CO.UK and related Services**

CS World Services Ltd t/a THEPUBLISHING.CO.UK  
23 Nichol Place, Taunton, TA4 1JD

## **Use of the online Services offered on THEPUBLISHING.CO.UK**

Users are solely responsible for the use of online services offered on THEPUBLISHING.CO.UK, the use of which is done at their own risk and falls entirely under their responsibility.

Any explanatory texts provided in correspondence of the available services by no means substitute a legal opinion nor replace the assistance or advice of a professional. Such texts are merely intended to facilitate use and understanding of the Service and are not exhaustive nor may they fit any specific case.

The Owner is merely a technical provider of the Services and may not in any way be held responsible for such use that the User makes of the same, nor shall the Owner be responsible for the User's achieving its purposes of use of the Service.

## **Content provided by the User**

Users are responsible for their own content and that of third parties that they share through THEPUBLISHING.CO.UK that they upload and post on or through THEPUBLISHING.CO.UK, or that they transfer by any other means. Users confirm that they have all the necessary consents from third parties whose data and/or content they share with the Owner and hereby indemnify the Owner for any liability or claim arising against the Owner in connection with illegal distribution of third-party content or unlawful use of the Service.

The Owner does not moderate the content provided by Users or by third parties but will act if complaints are received from Users or if orders are issued by the public authorities regarding content deemed offensive or illegal.

## **Rights over content provided by Users**

The only rights granted to the Owner in relation to content provided by Users are those necessary to operate and maintain THEPUBLISHING.CO.UK.

## **Content provided by third parties**

The Owner does not moderate the content or links provided by third parties before their publication on THEPUBLISHING.CO.UK. The Owner is not responsible for the content provided by third parties or for its availability.

## **Services provided by third parties**

Users may use third-party services or content included in THEPUBLISHING.CO.UK, but they must be aware of these third parties' terms and conditions and have given consent to them. Under no circumstances will the Owner be deemed liable in relation to the proper functionality or availability, or both, of third-party services.

## **Registration**

In order to use the Service or any part of it, Users must register in a truthful and complete manner by providing all the required data in the relevant registration form. The Users must also accept the Privacy Policy and these Terms and Conditions in full. Users are responsible for keeping their login credentials confidential.

It is understood that the Owner shall not be held responsible under any circumstances in case of loss, disclosure, theft or unauthorised use by third parties, for whatever reason, of the User's access credentials.

## **Deleting User accounts and account termination**

Registered Users can cancel their accounts and stop using the Service at any time, through the interface of THEPUBLISHING.CO.UK or by directly contacting the Owner.

The Owner, in case of breach of the Terms by the User, reserves the right to suspend or terminate the User's account at any time and without notice.

## **Responsibilities and duties of the User**

It remains the exclusive responsibility of the User to ensure their operations are in accordance with the applicable rules. The Service, in fact, should be understood as an instrument of mere support of the User and under no circumstances replace the advice given by an expert.

In particular, with regard to the self-publishing services, which is carried out autonomously by the User, who remains solely responsible with regard to the verification of compliance with the self-publishing services to their activities and the provisions of law.

## **Purchase**

### **Purchasing process**

Any order placed is an offer to purchase the Service. Orders are subject to availability and are accepted at the discretion of the Owner. Users must select the desired Service, choosing the type and duration that best suit them, and check-out only after having carefully verified the information contained in the Order Summary Form of the Order. The Order is placed on confirmation of the Order and is subject to payment of the amount charged in the Order Summary.

The Order Processing Receipt does not constitute acceptance of the Order. The contract shall be concluded at the time of the Order Confirmation by the Owner to the email address provided by the User. The Owner reserves the right not to confirm an order, should one or more of the Services purchased be unavailable. In this case, the Owner will notify the User about the unavailability of the Services purchased within 5 working days from order – to the email address associated with the purchase – and will provide for a refund of any amounts paid by the User.

To place an order, Users must register on the site providing the requested data. The indicated prices include taxes, fees and charges of the law applicable. The Owner reserves the right to offer discounts and various promotions throughout the year. For more details on current promotions, the User is asked to contact the Owner via the contact information contained herein.

### **Methods of payment**

THEPUBLISHING.CO.UK uses third-party tools for its payment processing and is not connected with any of the provided payment information – such as the credit card – in any way.

If the owner of any of such third-party tools refuses to authorise a payment, the Owner cannot provide the Service and will therefore not be liable for any delay or failure to deliver.

### **Duration**

The duration of the Service is indicated at the moment of payment of the price and confirmed in the Order Confirmation email sent by the Owner.

### **Changing the payment plan**

Users are free to change the chosen payment plan at any time.

In case the User modifies their current payment plan, the portion of the previous plan that has not yet been used shall be converted into a bonus which can be applied to the plan the User is switching to, on a pro-rata basis and in the form of a free period.

If a currency conversion is required, the exchange rate criteria set forth in the specific paragraph of the present document shall apply.

### **Currency conversion**

The exchange rate is the one established by the payment processor. In lack of such a rate, THEPUBLISHING.CO.UK will use the rate established by the European Central Bank at the moment of the relevant transaction.

### **The Service is provided "as is"**

The Service is provided by the Owner "as is", with no express or implied warranty for accuracy or availability.

### **Service interruption**

The Owner reserves the right to add and remove functionalities or features as well as suspend or even discontinue the Service, either temporarily or permanently. In case of final discontinuation, the Owner will do the utmost to allow Users to withdraw their information held by the Owner.

### **Service reselling**

Users are not allowed to reproduce, duplicate, copy, sell, resell or exploit any portion of THEPUBLISHING.CO.UK and of its Service without the Owner's express prior written permission, granted either directly or through a proper reselling program.

### **Indemnity**

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees, as the case may be, harmless from and against any claim or demand, including without limitation, reasonable lawyer's fees and costs, made by any third party due to or arising out of the User's content, use of or connection to the Service, violation of these Terms, or violation of any third-party rights.

### **Forbidden use**

The Service shall be used only in accordance with these Terms.  
Users may not:

- reverse engineer, decompile, disassemble, modify or create derivative works based on THEPUBLISHING.CO.UK or any portion of it;
- circumvent any technology used by THEPUBLISHING.CO.UK or its licensors to protect content accessible via it;
- copy, store, edit, change, prepare any derivative work of or alter in any way any of the content provided through THEPUBLISHING.CO.UK;

- use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of THEPUBLISHING.CO.UK or its content;
- rent, lease or sublicense THEPUBLISHING.CO.UK;
- defame, abuse, harass, use threatening practices, threaten or violate the legal rights of others in any other way (such as rights of privacy and publicity);
- disseminate or publish content that is unlawful, obscene, illegitimate, defamatory or inappropriate;
- use THEPUBLISHING.CO.UK in any other improper way that violates these Terms.

## **Privacy policy**

For information about the use of their personal data, Users must refer to the privacy policy of THEPUBLISHING.CO.UK which is hereby considered to be part of these Terms.

## **Intellectual property rights**

All trademarks, nominal or figurative, and all other marks, trade names, service marks, word marks, illustrations, images, or logos that appear concerning THEPUBLISHING.CO.UK are, and remain, the exclusive property of the Owner or its licensors and are protected by the laws in force on trademarks and by related international treaties.

## **Age eligibility**

Users declare themselves to be adult according to their applicable legislation. Under no circumstance may persons under the age of 13 use THEPUBLISHING.CO.UK.

## **Limitations of liability**

THEPUBLISHING.CO.UK and all functions accessible through THEPUBLISHING.CO.UK are made available to the Users under the terms and conditions of the Agreement, without any warranty, express or implied, that is not required by law. In particular, there is no guarantee of suitability of the services offered for the User's specific goals. THEPUBLISHING.CO.UK and functions accessible through THEPUBLISHING.CO.UK are used by the Users at their own risk and under their own responsibility.

The Owner, within the limits of applicable law, is liable for contractual and non-contractual damages to Users or third parties only by way of intent or gross negligence, when these are immediate and direct consequences of the activity of THEPUBLISHING.CO.UK. Therefore, the Owner shall not be liable for:

- Any losses that are a not direct consequence of the breach of the Agreement by the Owner;
- Any loss of business opportunities and any other loss, even indirect, that may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.);
- Damages or losses resulting from interruptions or malfunctions of THEPUBLISHING.CO.UK due to acts of force majeure, or at least to unforeseen and unforeseeable events and, in any case, independent of the will and extraneous to the Owner's control, such as, by way of example but not limited to, failures or disruptions of telephone or electrical lines, the Internet and / or other means of transmission, unavailability of websites, strikes, natural disasters, viruses and cyber attacks, interruptions in the delivery of products, third party services or applications;
- Incorrect or unsuitable use of THEPUBLISHING.CO.UK by Users or third parties.

## **Changes to these Terms**

The Owner reserves the right to modify these Terms at any time, informing Users by publishing a notice within THEPUBLISHING.CO.UK.

Users who continue to use THEPUBLISHING.CO.UK after the publication of the changes accept the new Terms in their entirety.

## **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of by novation or subcontract all or any rights or obligations under these Terms, as long as the User's rights under the Terms are not affected.

Users may not assign or transfer their rights or obligations under these Terms in any way without the written permission of the Owner.

## **Contacts**

All communications relating to THEPUBLISHING.CO.UK must be sent using the contacts stated in this document.

## **Severability**

If any provision of these Terms is invalid or unenforceable, that clause will be removed and the remaining provisions shall not be affected and they will remain in force.

## **Governing law and jurisdiction**

These Terms and any dispute concerning the implementation, interpretation and validity of this agreement are subject to the law

of England & Wales, the jurisdiction of the state and to the exclusive jurisdiction of the courts where the Owner has their registered offices. An exception to this rule applies in cases, where the law provides a sole place of jurisdiction for consumers.

## **Online dispute resolution for consumers**

The consumer resident in Europe must be aware that the European Commission has established an online platform for alternative dispute resolutions that provides for an out-of-court method to solve any dispute related to and stemming from online sale and service contracts. As a consequence, if you are a European consumer, you can use such platform for resolving any dispute stemming from the online contract entered into with the Owner. The platform is available at the following link.

The Owner is available for any questions via the email address posted under the Owner's information in this document.

## **Definitions**

Terms and Conditions (or Terms) – see the Terms and Conditions

### **Order Processing Receipt**

Indicates the email that the Owner sends upon receipt of the order.

### **Order Confirmation**

Indicates the email that the Owner sends as shipping confirmation at the moment when the purchased products, or parts of them, are being dispatched.

### **Example withdrawal form**

Addressed to the Owner [using their complete contact info]: I/We (\*) hereby give notice that I/we (\*) cancel my/our (\*) contract of the sale of the following goods (\*)/for the provision of the following service (\*), Ordered on (\*)/received on (\*), Name of consumer(s), Address of consumer(s), Date

## **Service**

The services offered by the Owner to the User via THEPUBLISHING.CO.UK.

## **User**

The natural or legal person who, as part of managing a website, makes use of the Products or Services provided by the Company.

Effective: 1 March 2020