

Content Stove is a website allowing individuals or professionals (hereinafter “Clients” or “Client”) to purchase services linked to website documents or contents (hereinafter the “Content”), more specifically to translate, correct or produce said Content (those three services being referred to jointly as the “Services”) by authors selected by Content Stove (hereinafter the “Authors”).

Use of the Services and Websites supplied by Content Stove (hereinafter “Content Stove”, “Content Stove.com”, “us”, “we” or “our”), by you (hereinafter “Client”, “you” or “your”) is subject to these Terms and Conditions of Sale (hereinafter the “Terms”) as well as the Content Stove Privacy Policy.

Content Stove and the Client hereinafter collectively called the “Parties” and individually a “Party”.

Acceptance of the Terms

Your registration for the Services offered by this website implies acceptance of these Terms. If you order Services on behalf of a company or other legal entity, you must be the legal representative or have the legal representative’s formal authorisation.

In case of non-compliance with these Terms or any other right held by Content Stove, we reserve the right to close your Client account and to take all necessary steps to preserve our interests.

Content Stove reserves the right to modify these Terms at any time. In that case, we will immediately post the new Terms online. Your use of the services offered by Content Stove after publication of the updated terms implies your full and entire acceptance of them.

In case of contradiction of any of the terms mentioned in any other conversation or documentation, this document shall prevail.

Description of Services

CONTENT WRITING SERVICE

The Content Writing Service allows the purchase of original content about a given topic and for a specific need. Following the initial request, the Author carries out the necessary research on the subject in question, before drafting content corresponding to the criteria defined in terms of expected number of words or type of vocabulary required.

Use of Services

INITIAL REQUEST (BRIEFING)

1. Copywriting Service

For each project, the Client must provide a number of criteria to guide the Author in completing the assignment.

It is understood that:

The number of words should be understood to include a margin of +/- 10% (so for a 500-word text, the Author may produce a text of between 450 to 550 words). If a maximum or minimum number of words is requested by the Client, the Author must respect the limits imposed by the Client.

The “Keywords” option allows the Client to specify to the Author a group of words or sentences that must be integrated into the text and the number of times they have to appear. The keywords are determined by the Client and must appear in the required. Also, the keywords are case sensitive, in order to ensure the word count is as accurate as possible (e.g. the acronym for “search engine marketing” – SEM – must be written in capitals to avoid the system including that combination of letters when the letter are contained in larger words, such as “seminal”).

3. All Services

Content Stove shall do its utmost to provide a high-quality Service in line with the Client’s Initial Request.

If the Client underestimates the number of words, it acknowledges that Content Stove may charge a price supplement which it undertakes to pay without reservation.

If the payment is not received in the agreed time, Content Stove may cancel the order and refund the Client. If the Author has begun working on the assignment, the full amount of the Service shall remain payable to Content Stove.

ORDER RULES

The Client must never:

order a text that could undermine the universal and individual human rights of a natural person or a legal entity;

ask the Author to express libellous or insulting ideas against a natural person, living or dead, or a legal entity;

provide Content that is contrary to morality, which supports violence, hatred or racism or which is considered illegal or contrary to public order;

Should Content Stove be held liable by a third party following a violation of one of these prohibitions by the Client, the Client undertakes to indemnify Content Stove in accordance with Article 9 below.

Content Stove reserves the right to refuse to perform, or cancel the performance of, any Service that commits one of the above-mentioned violations, and to refund any payment the Client has already made, after deduction of an amount corresponding to the part of the Service already performed, as well as any losses suffered by Content Stove in that respect.

EXTERNAL CONTENT AND EXTERNAL LINKS

You accept that you are solely responsible for the documents and information you distribute to Authors on Content Stove (collectively referred to as “External Content” and “External Links”).

Given the amount of information exchanged, Content Stove cannot be held liable for the accuracy and legality of the Content disseminated on its platform.

You agree to only transmit External Content and External Links:

which are accurate and not libellous;

to which you hold all rights, including intellectual property, or, failing that, you are free to use in the context of Content Stove’s Services;

that are free of all viruses, scripts or programs of any kind;

that comply with all applicable legislation.

Your External Content and External Links are subject to our rules on transmission to Authors, as described in our Terms. Content Stove reserves the right to modify these rules at any time and without prior notice.

In addition, Content Stove reserves the right:

to refuse to transmit your External Content and External Links, or to transmit them after minor corrections or modifications;

to remove all External Content or External Links from its platform, at any time, and without prior notice.

Content Stove may only remove External Content and External Links from its own platform and cannot be held responsible for the removal or non-removal of your External Content and External Links from third-party websites over which we have no control.

Content Stove shall do its utmost to transmit your External Content and External Links to Authors in the shortest possible time. Any errors detected in your External Content and External Links cannot be corrected by Content Stove. If you detect an error in External Content or in an External Link, you must cancel the order if possible and begin a new order. If cancellation is not possible (e.g. because the order has already been allocated to an Author), you remain liable for the charges relating to that order.

External Content and External Links that you publish must under no circumstances include contact details (name, address, email address, telephone or fax number, postal address, etc.) that would allow Authors to contact you or to identify you, directly or indirectly.

DEADLINE FOR COMPLETING SERVICES

Unless expressly agreed between the Parties, Content Stove does not make any commitment on the deadline for completing Services.

An estimate time of completion may be decided at the start of the project, but depending on the complexity of the project, the final delivery may vary.

Content Stove undertakes to do its utmost to satisfy the Client's request within the shortest possible time.

ALLOCATION OF AUTHORS

Content Stove undertakes to allocate projects to Authors who comply with the criteria defined by the Client in the Initial Request and particularly the level of competence requested ("Basic", "Standard" and "Enterprise").

The Client expressly acknowledges that, if no Authors are available to perform the Service requested, Content Stove reserves the right to cancel the Service ordered and to refund the amount paid by the Client.

The Client also acknowledges that it may not claim any compensation in this regard.

CONTENT APPROVAL

The Client has seven calendar days from the submission of the Content by the Author to check that the Content complies with its Initial Request.

Otherwise, the Content submitted by the Author shall be considered to have been accepted by the Client without reservations. The application of this requirement is strictly irrevocable.

If you believe that the submitted content does not fully meet its expectations, you may request the Author to revise it. In that case, you undertake to be as specific as possible in your communications with the Author to facilitate revision of the Content.

In the event of a revision request, the Client is put in direct contact with the Author via an internal Content Stove messaging system. In respect of these communications, it is understood that:

in accordance with Article 3.9 of these Terms, the Client is strictly forbidden to try to obtain by any means whatsoever the Author's contact details in order to contact him/her outside the environment provided by Content Stove;

Content Stove has unrestricted access to the discussions at all times, to decide on moderation or check the smooth functioning of the process between the Client and the Author.

If the Client considers that the Author has not complied with its Initial Request, it may reject the Content. Initiation of a rejection procedure involves inspection by a third-party moderator, who will assess the relevance of the Client's rejection.

if the moderator considers that the Client's rejection is justified, the order is immediately reopened with a different Author, at no additional cost to the Client;

if the moderator rejects the Client's request, the Content may be considered validated or the moderator may ask the Author to make some changes so that the Content corresponds to the Client's Initial Request.

If an Author considers that the Client's revision requests are unfounded in relation to the Initial Request, he/she may request intervention by a moderator. That third party will analyse the Client's Initial Request, the Content produced by the Author and the various exchanges and revisions.

if the moderator considers that the Author's request is justified, the Content is automatically considered to be correct without the Client being able to make any further objection;

if the moderator considers that the Client's revision requests are justified, the Author is obliged to resume his/her work until the Client is fully satisfied and in accordance with its Initial Request.

DELIVERING CONTENT

Once production of the Content is finished and the Client's approval has been received, the Content produced and approved will be emailed or submitted by other communication means including but not limited to communication tools like Skype or project management platforms like Asana and Trello.

Content Stove cannot be held liable if a connection problem occurs during transfer between Content Stove's servers and the Client's computer.

Under no circumstances may Content Stove be required to develop specific tools and services to adapt the document format to the Client's system.

CONFIDENTIALITY

Content Stove shall do its utmost to ensure the confidentiality of your Content.

All Content Stove Authors are bound by a confidentiality agreement.

In addition, the Content Stove website is secured by an SSL digital certificate which authenticates users and encrypts exchanges using an identification key.

ANONYMITY

The entire Content Stove system has been designed to prevent you identifying the Author directly or indirectly. You therefore undertake to keep all content and discussions between you and Authors anonymous and not to seek in any way to encourage and Author to work with you outside the Content Stove platform.

Should the Client fail to abide by this requirement, the Client agrees to pay Content Stove compensation of five thousand dollars (\$5,000) per violation.

Payment and Invoicing

GENERAL POINTS

1. Pricing

The price applicable between the Parties is stipulated to the Client when the Initial Request is submitted via Content Stove. However, the price indicated does not give any indication of future prices, which may be unilaterally changed by Content Stove, in particular by issuing a new price during the course of a year.

Clients will be notified of price changes and said changes shall come into force as soon as price revision is communicated.

2. Currency of reference: United States Dollar

3. Payment Methods

You may pay Content Stove invoices by Credit Card, Debit Card or PayPal via our payment merchant, 2Checkout. We also accept payments via Payoneer and Skrill.

Your order will be finalized after payment.

If the content is delivered prior to payment, you will be required to make the payment within 24 hours of receiving the content.

4. Payment Times

Content Stove invoices are payable upon receipt or within the time agreed with Content Stove.

For any sum that is not paid by the due date, Content Stove reserves the right to invoice the Client late-payment interest at the interest rate of ten (10) percentage points, calculated and accrued from the first day after the due date.

5. Offsetting

The Client explicitly authorises Content Stove (and its subsidiaries or partner or affiliate companies where relevant) to offset the amounts it may owe to or be owed by the Client from any prior payments.

Rights of Use and Copyright

Content Stove assigns to the Client, exclusively, irrevocably, without time limits and worldwide, the following rights over the Content produced for the Services of contentstove.com:

Reproduction rights: To create and distribute any copy of the work and, directly or indirectly, temporary or permanently, in whole or in a part;

Exploitation rights: To use, distribute, modify, translate, adapt, monetising, record, submit or exploit the Content in all current and future formats (websites, DVDs, publicity brochures, press releases, etc.);

communication to the public: to represent and use the text on any kind of support (physical, digital, etc.) visible by everyone and anywhere, without limit, also including a website;

Exclusive distribution rights: To authorise or forbid the distribution to the public, through sale or otherwise, of the original work or of copies thereof;

Assignment of rights and sales: To agree or refuse to sell, at its discretion, all or some of the rights relating to the Content;

Rights to temporary technical reproduction: To authorise the temporary, transient or ancillary distribution and reproduction of the Content;

Waiver of author rights: You may not mention the first name, last name, initials or other element allowing the Author to be identified.

All assignments are deemed to be valid and irrevocable once the Client has paid the fee agreed with Content Stove, said payment being considered to be confirmed once the credits are debited following the Client's approval of the Content.

Content Stove's liability

Content Stove declines all liability for the Content produced via its services. If necessary, Content Stove shall transmit the details of an Author responsible for offensive Content to the competent authorities.

You acknowledge that you use the Services as they are and that these services are provided to you "as is" and subject to availability. In particular, under no circumstances does Content Stove guarantee:

that your use of the Services will meet your requirements;

that your use of the Services will be uninterrupted, possible at any time, reliable, and free of errors;

that all of the information obtained following your use of the Services will be accurate or reliable;

that any malfunctions or problems with the availability of the Services will be corrected.

In addition, Content Stove explicitly excludes any warranty or conditions of any kind, explicit or implicit, including but not limited to the implicit warranties and conditions of market quality, appropriateness for a specific use and the absence of forgery.

However, as an extra precaution for the Copywriting Service, Content Stove uses Copyscape to verify that the Content communicated by the Authors does not already exist and has not been copied from content referenced by Google. Under no circumstances may Content Stove be held liable for any malfunctions with Copyscape.

Content Stove may not be held liable for any direct, indirect, exceptional, special, consequential or exemplary damage, irrespective of how it was caused and the liability invoked, including but not limited to (direct or indirect) loss of profits, loss of goodwill or reputation, loss of data you may suffer, the costs of supplying replacement goods or services or any other intangible loss.

In any case and regardless of the type of damage suffered, the Client explicitly acknowledges that Content Stove's liability may not exceed, in any case, the amount paid by the Client for the Service in question.

Freezing and Closing Services

SERVICE TERMINATION

You may cease using our services at any time.

ACCOUNT FREEZING

In the event of a suspicion of fraud, Content Stove reserves the right to freeze the account of the Client in question for as long as is necessary to carry out the relevant checks. In that case, the Client acknowledges that, in accordance with Article 4, Content Stove may not be held liable for failure to meet deadlines for Services.

Client's liability

You undertake to indemnify, defend and discharge Content Stove, its employees, directors, subsidiaries and partner companies of any liability in the event of claims or disputes arising as a result of improper use of our Services or violation of these Terms.

The Client shall be liable for all damage it may cause to Content Stove, its employees, directors, subsidiaries and partner companies and undertakes to indemnify Content Stove, its employees, directors, subsidiaries and partner companies for any direct or indirect damage or loss they may suffer due to the Client's failure to comply with its obligations.

The Client shall therefore be obliged to indemnify Content Stove, its employees, directors, subsidiaries and partner companies for the direct and indirect consequences of any claims or actions of any kind whatsoever, whether civil or criminal, that may be brought or presented by a third party in relation to the Client's improper use of the Services or its failure to comply with these Terms, without the Client being able to invoke any limitation of liability or any limit on compensation.

Intellectual Property

Content Stove holds all the property rights relating to the Content Stove Services and the Content Stove website. No stipulation in these Terms gives you the right to use Content Stove's trade names, trademarks, service marks, logos, domain names or any other of Content Stove's distinctive signs.

You acknowledge you will not use any trade mark, service and name, logo of any company or organization which in any case may cause deliberately or not, confusion about the owner or authorized user of such marks, names and logos.

Agreement on evidence

By transacting with, or using any services of Content Stove, the Client acknowledges that it accepts these Terms, the Client acknowledges that its agreement constitutes an electronic signature in respect of Content Stove which has the same value between the parties as a handwritten signature.

More generally, the Client acknowledge that any document which has been subject to this procedure constitutes literal proof in the same way as any email exchanged between Content Stove and the Client (even outside such a procedure), such that any correspondence or agreement shall be legally valid in respect of the operation in question in the same way as those subject to a handwritten signature.

Unless otherwise proven, as recognised by a court, and email exchanged between Content Stove and the Client is enforceable not only mutually, but also in respect of any third-party beneficiary, with the same probative value as a paper document.

Content Stove reserves the right to stop offering services to a client, subject to providing seven days' notice, if the user fails to comply with its obligations under these Terms.

The Client's obligations, like those of Content Stove, may be suspended in the event of force majeure in accordance with these Terms. If the event defined as force majeure lasts for more than thirty (30) days, the account shall be automatically closed without the Client or Content Stove being entitled to any financial compensation.

Miscellaneous provisions

Content Stove reserves the right to modify the Content and specifications of its Services at any time without notice.

Content Stove may collaborate with third-party companies in order to provide you with its Services. You accept that such companies may provide you with these Services on behalf of Content Stove.

You agree to receive emails from Content Stove, at the email address you provided at the time of your registration. You may change that address at any time via your user interface.

You agree to be solely responsible for any activity on your account, and you agree to comply with the legislation in force as part of your use of the Services.

You agree not to copy, modify or create a derivative work, decompile, reverse-engineer or attempt in any other way to extract the source code of all or part of the Services, without having first obtained Content Stove's explicit consent.

In the framework of the company's transfer to a third party, agreements between Content Stove and its Clients shall be automatically transferred to the transferee.

The Client authorises the Company in advance to assign or transfer those contractual rights to any person of its choice, providing it first notifies the client.

In the event of a dispute relating to application and/or interpretation of these Terms, the Client has the option of entering into contractual mediation proceedings or any other form of alternative dispute resolution.

These Terms are governed by Sri Lankan law. You and Content Stove agree to submit any dispute arising from these Terms to the exclusive jurisdiction of the Sri Lankan courts.

Updated – 07th January 2019.