

Terms and Conditions & Terms of Service: One Lit Place

The below Terms and Conditions of the Write Your Novel in 4 Months Program & Terms of Service of the Member Area are between the Participant (“You”), the Mentor (Mentor) and One Lit Place (Company).

If you do not agree to these Terms and Conditions & Terms of Service, you may cancel your participation in the program at any time during the free trial period. For those who pay for the program in full with no trial period, you may cancel your participation within five (5) days of your original purchase and receive a full refund of the amount paid.

Clicking “I accept the Terms and Conditions” upon registration signifies your acceptance of all of the following terms and conditions. This document will be provided to you in the Member Area of One Lit Place and emailed to you for your reference. If you have any questions or concerns, please email us at contact@onelitplace.com.

Program Participation Terms and Conditions for Independent, Essential, and Complete Support Plans

Email Account & Correspondence. You agree to receive email correspondence from One Lit Place and maintain a current and working email address on file with us. You may unsubscribe from our emails at any time, but if you unsubscribe, you will not receive pertinent information regarding the program.

Free Trial. Free trials are for 5 or 7 days. A credit card must be provided to begin the free trial period. Your card will be charged on the first calendar day (EST) following the end of your free trial period. All cancellations must be made prior to the end of the trial period, or the first payment will be charged. Cancellation instructions are available in the Member Area of One Lit Place, in a link sent you in an email during your free trial, and [HERE](#).

Payment. Payment in full or by payment plan is required for official registration in the program. Payments may be made via Paypal with a Visa, Mastercard or American Express card or by private payment arrangement with One Lit Place. Payments on the payment plan must be provided on schedule to avoid delay or program cancellation. You will be provided account access to modify your credit card details if needed.

Cancellation Policy and Refunds.

- Essential & Complete Program Cancellation before end of Free Trial: the card on file will not be charged.
- Essential & Complete Program Cancellation between end of Free Trial and 14 days
 - 75% of overall amount paid for programs pre-paid in full; for participants on our 4-month payment plan, no refund will be provided for the first payment, and you will be provided with instructions as to cancel the remaining 3 recurring payments.
- Essential & Complete Program Cancellation after 14 days: no refunds will be provided.
- Independent Program cancellation within 5 days: a full refund will be provided.

- Independent Program cancellation after 5 days: no refund will be provided.

Refunds less payment processing fees will be returned via the method in which they were received.*Note, credit card refunds made through our payment provider may take up to six weeks for the credit to appear on your credit card statement.

Course delay: Participants who remain in the program after the Free Trial period receive access to the course materials for 4 months. Additional time may be requested if the program timeline is delayed or modified.

If you enroll in the Essential or Complete program with mentorship and are unable to partake in your scheduled mentor hours upon enrollment as determined by the program schedule, you may request an alternative start date for your mentor hours to begin according to your bi-weekly or weekly program guidelines or you may require another timeline for using your allotted mentor hours (4 hours for Essential program; 8 hours for Complete program).

Cancellations and delay requests must be made in writing (to contact@onelitplace.com).

Acknowledgement of Program Parameters. You acknowledge you are embarking on a program built to provide a specific outcome inside of a particular period of time. You understand and agree that if you fail to do the work as designed by the program or choose to do the work on a different schedule than the one provided by the program, the outcome may differ from those stated by One Lit Place.

Alternative program lengths may be requested in writing, and the Company will aim to re-create a new program timeline upon request, but no promise of outcomes for these altered program timelines will be provided. Failure to achieve the goals as laid out by the program is not grounds for a refund.

Mentor Relationship. Your Mentor is your personal support system throughout your program and will provide you with insight, instruction, resources and other assistance with your developing manuscript and personal management of time and productivity.

The Complete support program mentorship includes 30 minutes of live meeting per week via video conferencing, telephone, or live chat* (*upon request from the Participant). The Essential support program mentorship includes 30 minutes of live meeting every other week.

In both programs, contact with your mentor between live meetings is allowed for quick questions or to ask for assistance; longer correspondence will be considered billable or deducted from the weekly meeting time.

Additional mentor time* during any of the programs may be purchased at a 15% discount off the posted regular rate. You will find a coupon code and a link to purchase Mentor Hours in the FAQ section of your program's Home Page in the Member Area.

* Time: any amount of time spent in phone or face-to-face virtual meetings, in lengthy e-consultation; conducting research; or on manuscript evaluation and writing notes/feedback, lesson plans, and promotional materials.

Your mentor will provide general feedback, brainstorming, and spot consultation on the draft; all forms of editing (developmental feedback, substantive editing, copy editing or proofreading) on the manuscript to assist with preparing the book for publication will be offered after the program is completed to all participants at the same 15% discounted rate.

Missed appointments or same-day cancelled appointments will not be recoverable. Appointments can be rescheduled, banked or bundled only with the express advance permission of the mentor.

Any documentation shared with the mentor must be in Microsoft Word or a Google doc* (*with Mentor's permission).

In the unforeseen event your mentor becomes unavailable during your program duration, you will be provided an alternate mentor as soon as is possible.

The Mentor relationship is built on respect and open communication and is the cornerstone of this program. No disrespect in any regard will be tolerated, and on such grounds, the Company withholds the right to remove any Participant at its discretion and with no refund.

Place of Work & Meetings. You agree to undertake all electronic correspondence with your Mentor in a private third-party "Editors' Platform" used by One Lit Place (<https://app.glip.com>) to ensure consistency of communication and accurate and traceable delivery of all materials.

By the end of the first week of the program, you will be invited to this Editors' Platform where you will meet with your Mentor in the private team set up for you. You are requested to download the program and/or the app for ease of correspondence. You are welcome to access your team for quick questions or support between meetings; any longer or additional work requested may be billable or deducted from that week's meeting time. Weekly meetings may take place over the phone, via video conferencing, or over live chat* (*upon request).

Mentor's Status. The Mentor is an independent contractor. Nothing in this Agreement will be understood to create a partnership, joint venture or co-venture, agency, or employment relationship between you and the Mentor. At the option of the Mentor, you may credit or acknowledge the Mentor and/or Company for the work developed under this Agreement.

Participant Ownership of Materials. The Mentor may modify, adjust, and provide new material to add to your original work upon request. Neither the Mentor nor the Company assumes ownership or rights of any works provided by you and edited for you. You retain sole ownership of your original materials.

All new work performed by the Mentor, including copywriting, edits, drafts, notes and research, is the exclusive property of the Mentor until your account is paid in full (on payment plan or upon invoicing for additional Mentor hours). Once you pay all fees due under this Agreement, any copyright the Mentor may have in the product developed under this Agreement will transfer to you.

Confidentiality and Non-Disclosure. You will provide all information that has a direct bearing on the successful outcome of the project and it is understood by the Mentor and the Company that all work or related information is confidential. The Mentor will hold in confidence and not disclose the confidential

information to any third party, except with your written consent or as required by law with prior notice to you.

The Mentor will take all reasonable steps to safeguard and prevent the loss, destruction, or unauthorized access, use, or disclosure of the confidential information using a reasonable degree of care and no less than the same degree of care used to protect the Mentor's own confidential information. The Mentor will promptly return to you or destroy, as directed by you, confidential information and any other of your property requested by you at any time.

The Mentor will not make any unauthorized use of any of your trade secrets, confidential information, proprietary property, trademarks, or copyrighted materials.

Use of Copyrighted Work. The Mentor will endeavour to flag elements of a work that may require copyright permissions and, depending upon the terms specified in this Agreement, may assist you in obtaining the necessary permissions. However, unless otherwise specified in this Agreement, you accept responsibility for complying with copyright laws and obtaining the necessary permission to use any elements of provided text, graphics, photos, music and song lyrics, designs, trademarks, or other created work to be included in the final product.

Warranties & Contingencies. Mentorship is a process of offering advice and suggestions to the Participant. While the Mentor will make every effort to identify and bring questionable material to your attention, it is not possible to guarantee error-free content.

The Mentor's responsibility is limited to notifying you of any suspected or unresolved issues within the edited work. You are responsible for accepting (or rejecting) the Mentor's suggestions and resolving any issues identified by the Mentor (e.g., suspected plagiarism).

Rejecting or disliking the Mentor's suggestions is not a basis for refusing to pay any additional agreed-upon fees outlined in this Agreement.

Late arrival of manuscripts or any written materials to the Mentor will result in late delivery of feedback or conversation about the work.

Indemnity and Liability. The Mentor will comply with all applicable laws in the course of performing the services. You agree to indemnify the Mentor and the Company from any and all claims or demands, including legal fees, that arise out of any alleged libel, copyright infringement, or other legal or contractual issues created by you in writing, revising, publishing, or otherwise using the work.

Failure to Perform: If the Mentor cannot perform the duties outlined in this Agreement for reasons beyond the Participant's or Mentor's control, the Company will make every effort to match you with another Mentor to complete the project work. Should the Company be unable to fulfil the duties as set out by you and the original Mentor, the Company will refund any amount paid by you for services not delivered (including any time paid for up front). You will not have any further liability with respect to the Agreement.

The Company will not be liable for any amount in excess of the fees due under the Agreement. This limitation on liability also applies if information or materials are damaged or lost without fault on the part of the Mentor.

Termination. This agreement has no term limit and can be revoked by either party at any time.

One Lit Place Member Area Terms of Service (Use of Member Area of One Lit Place)

General Info. The Member Area is the private online space for Members of One Lit Place. Members may log in and access the available content any time.

Availability of the Member Area. The Member Area will be open and available 24/7 unless otherwise forewarned or in the event of a technical problem. All content within the Member Area is provided 'as is' without any warranty.

Member conduct. You agree to adhere to the rules and guidelines listed in the community [Code of Conduct](#) without question and agree to abide by any additional and/or future rules or amendments put in place by the administrators of this site.

Proper use. The Member Area is open only to those 18 years of age or older. You agree and acknowledge that by registering in this program you are of 18 years of age or older. Any minor wishing to take part in this program must have written consent from a parent or guardian.

You agree that you are the sole owner and user of your account and that you will not share your password with any other individual.

You agree you will not post any material that is defamatory or knowingly false or misleading, invasive of others' privacy, pornographic, violent, racist, mean-spirited, or violates any applicable laws.

You may not use any robot, spider, crawling, scraping, software, or other automated device, process or means to access the Member Area. You agree to not harm, hack, spam, modify or corrupt the security of the site, its features or its functionality in any way.

You agree to not copy, steal, modify, claim or remove in any way another member's posts or any information provided in the Member Area or on the One Lit Place website.

Validity of account. In the spirit of transparency and integrity, all participants must accurately identify themselves in the chat by full legal name or a preferred name by which you are commonly referred and identified. You may not use handles, false identities, or assumed names. One Lit Place reserves the right to request you change your name if not in adherence with this term and may revoke your access to the chat if you are found to contravene these terms.

Propriety rights of One Lit Place. All course materials are owned by or licensed to One Lit Place, or used with permission, and are protected by Canadian and international copyright, trademarks, database rights and/or other intellectual property rights. This includes, but is not limited to written lectures, video lectures, notes, quizzes, graphics, photos, logos and forum content posted by the Company. Students may

use all materials provided but are expressly forbidden to reproduce, record, copy, distribute or share them in any format at any time. The system's elements, functionality, design, and intellectual property and content are also not to be reproduced, copied, modified or distributed electronically or in print, without our express permission.

Rights to personal postings. Each Participant owns and retains all rights to any work that they post online. Upon registration, you confirm that any such work you post shall be your own and shall not infringe any third party copyright. This warranty shall survive any cancellation or termination of the program.

It is strictly prohibited to remove, claim, modify or steal any other member's postings or information. However, by posting comments, work or any other proprietary information, you assume all risk and will have no recourse against One Lit Place as the system provider for any alleged or actual infringement of any proprietary rights to which they may claim ownership.

You acknowledge and agree that One Lit Place has a non-exclusive right to publish, store, archive, backup, or relocate your content to another area of the site as deemed necessary by the administrators. The non-exclusive publishing right ends when the content is removed. You also accept that if your content or other materials are deemed to be in violation of the [Code of Conduct](#), those materials may be deleted. You understand that although you may delete your content, and in so doing, remove One Lit Place's right to further publish that work, that content may still remain on the website's host server for a period of time. If the website ever fails and requires restoration, your work may return to the site. Either One Lit Place will remove it, or you may contact One Lit Place to have the work removed again.

Backing up materials. One Lit Place does not back up content and postings from students. You are solely responsible for keeping backups of all of the content that you post. You understand and agree that One Lit Place is not liable should you become unable to access any content or data on the site, including content or data that you or other members have posted, or should you be unable to access One Lit Place itself.

Partner and third-party sites. One Lit Place instructors uses the Member Area to include links to third-party sites. One Lit Place has no control over any third-party sites and cannot completely guarantee their content, accuracy, completeness or usefulness. Use of third-party and partner sites is solely at the Participant's own risk.

Limitation of Liability. The chat and forum are a place for artistic exploration. By using these areas, you agree that you may be exposed to content created by other students. One Lit Place cannot be held responsible for the content, accuracy, completeness or usefulness shared by any Participants in the Member Area. All posts should be considered the opinions of the respective authors and not that of the administrators, staff, or owners of this site. Serious concerns about any particular content can be directed to contact@onelitplace.com if necessary.

Conduct. By registering in any program, you agree to adhere to the rules and guidelines listed in the Member [Code of Conduct](#) without question and agree to abide by any additional and/or future rules or amendments put in place by the administrators of this site. One Lit Place reserves the right to monitor or remove any content shared by any Participant at any time. The administration of One Lit Place takes the integrity of the Member Area seriously and in the event there is a breach of the Code of Conduct,

particularly inappropriate behaviour or postings, they will be removed as soon as is possible and the situation dealt with as specified in the Code of Conduct.

Privacy policy. Should you choose to post any content in the Member Area, including the chat or the Editors' Platform, you consent to the collection, storage and use of member information as set forth in our [Privacy Policy](#). You are aware that all personal information you post including email address, home address, telephone number and any other private information is done at your own risk.

Violation of these terms and conditions. Your violation of any of these terms and conditions validates a suspension of your access to the Member Area. Participants suspended from the Member Area are not entitled to any refund. Depending on the violation, you may be investigated and appropriate legal action may be taken.

Questions and complaints. Any questions or concerns about provided program content may be directed to the Mentor or to the Company at contact@onelitplace.com. We will respond to you as quickly as possible and all such discussions are confidential.

By registering for the Write Your Novel in 4 Months Program and using the Website and associated third-party websites, you agree to be bound by this TOS agreement.

Agreement Acknowledgement. The Participant and the Company each confirm that they have full power and authority to enter into this Agreement and acknowledge that the acceptance of these Terms and Conditions and Terms of Service is sufficient proof of accepting the terms of this Agreement.

Please email contact@onelitplace or call 647-812-6107 if you have any questions about this letter of agreement.

A handwritten signature in black ink that reads "Jenna Kalinsky". The signature is written in a cursive, flowing style.

ONE LIT PLACE

Name: Jenna Kalinsky

Title: Founder and Principal