TERMS AND CONDITIONS

Background

1. These terms and conditions relate to the provision of services by Fictive Pursuits LTD (trading as Fabled Planet and hereafter "Fabled Planet" / "we" / "our") to the client/participant/member who agrees to them.

2. These terms and conditions are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

3. Fabled Planet will provide the client/participant with the services they have booked via our website. The provision of each service will be governed by the corresponding terms laid out below.

4. Fabled Planet and the client/participant are bound by the parts of these terms and conditions that pertain to the services the client/participant has booked, in addition to parts that pertain to every service. Parts that pertain to every service include 'background', 'copyright and liability', 'data and confidentiality', and 'miscellaneous'.

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EDITING SERVICES

Editing services: general terms

5. *Structural reports*. Structural reports should outline the strengths and weaknesses of the manuscript provided by the client and include macro-level analysis of the plot, structure, themes, worldbuilding, characterisation, and overall writing quality. They should include analysis of each chapter and make suggestions for improving the manuscript.

6. *Editor's report*s. Editor's reports should outline the strengths and weaknesses of the manuscript provided by the client and include macro-level analysis of the plot, structure, themes, worldbuilding, characterisation, and overall writing quality. They should make suggestions for improving the manuscript.

7. *Line editing*. Line editing shall consist of amendments and suggestions made to improve the style and flow of the manuscript supplied by the client to Fabled Planet. Fabled Planet will supply a marked-up copy and a clean copy of the manuscript, plus a style sheet where editing decisions have been recorded and explained.

8. *Copy-editing*. Copy-editing shall consist of amendments and suggestions made to improve the grammar, punctuation, formatting, consistency, and logic of the manuscript supplied by the client to Fabled Planet. Fabled Planet will supply a marked-up copy and a clean copy of the manuscript, plus a style sheet where decisions about style and grammar have been recorded and explained.

9. *Proofreading*. Proofreading shall consist of amendments and suggestions made to improve the grammar, punctuation, and formatting of the manuscript supplied by the client to Fabled Planet. Fabled Planet will supply a marked-up copy and a clean copy of the manuscript, plus a style sheet where decisions about style and grammar have been recorded and explained.

10. *Bespoke editing projects*. Bespoke editing projects may consist of whatever the client and Fabled Planet have mutually agreed in writing over email.

11. For a standard edit, the length of the manuscript provided by the client must be no more than 200,000 words. If the client knows in advance that their manuscript will be outside these limits, the service will be a bespoke editing service, and bespoke pricing will be negotiated. If they did not know in advance but nevertheless present a manuscript that is outside of these limits, Fabled Planet will have the power to renegotiate the price of the service with the client, effectively turning it into a bespoke project. If an agreement on price cannot be reached under these circumstances, Fabled Planet must cancel the project without charging a cancellation fee, provided that the client has, in Fabled Planet's judgement, acted in good faith.

12. Following completion of any editing service, Fabled Planet shall provide reasonable email support in response to client queries. This will ordinarily include answering up to three substantive emails of a reasonable length. Email support will ordinarily only be provided for up to two months following the end of the edit. The client may not re-submit their manuscript or sections of their manuscript/s for further analysis or editing unless they wish to commission new work. Fabled Planet and its editors may, at their sole discretion, provide additional support beyond these parameters. For structural reports and editor's reports only, clients will have the option of a 60 minute coaching video call with their editor after the edit is complete, as an alternative to email support. This must be requested within one month of the edit being completed and returned to the client.

Editing services: prices and payments

13. For standard services (i.e. services that are not bespoke), the price of each service is outlined on Fabled Planet's website. The final amount owed will be based on the price given on our website at the time of booking. Payment must be made via debit/credit card.

14. For bespoke services, the price must be agreed between the client and Fabled Planet prior to booking. If the final price is unknown for any reason, for example because the word count is unknown, Fabled Planet will provide an estimate for the price that will be binding on both us and the client. If the parameters of the estimate are exceeded, Fabled Planet and the client must renegotiate a mutually acceptable price prior to payment. If a price cannot be agreed, Fabled Planet must cancel the project without imposing a cancellation fee, provided we believe the client has acted in good faith.

15. The client must pay for their edit within 72 hours of providing Fabled Planet with their manuscript.

16. The client must accurately state the total word count of their manuscript when they pay for their edit.

17. If, after submitting the final manuscript, the client makes any alterations to their word count that bring the price into a higher bracket for the services concerned, they must pay any difference to Fabled Planet. Fabled Planet should likewise refund any difference if

word count reductions bring the price into a lower bracket, so long as, in our judgement, the client has acted in good faith.

Editing services: bookings, cancellations, and rescheduling

18. Before booking an edit, the client must contact Fabled Planet to enquire about availability and suitability of our services for their manuscript. The slot for their service, i.e. the deadline for the submission of the manuscript by the client and the deadline for the completion of our edit, must be arranged by the client and Fabled Planet prior to booking and is binding on both the client and Fabled Planet.

19. In order to book an editing service with Fabled Planet, the client must complete our booking form and agree to these terms and conditions.

20. The client has the right to cancel their booking within 14 days of agreeing to these terms and conditions; in these circumstances, no cancellation fee will apply. However, if work begins within these 14 days, the client must pay for any work completed. If the client books an editing slot (defined as the time period between delivery of the manuscript and delivery of the finished edit) within the 14 day cancellation period, they are expressly consenting to Fabled Planet beginning work within the cancellation period and agree to pay the cost of any work completed.

21. The client may still cancel their booking after the 14 day cancellation period, but they will be subject to the following cancellation fees:
    - If the client cancels more than three months before the edit is due to commence, they will pay a cancellation fee equal to 20% of the total projected cost of the edit.
    - If the client cancels between three months and one month before the edit is due to commence, they will pay a cancellation fee equal to 50% of the total projected cost of the edit.
    - If the client cancels less than one month before the edit is due to commence, they will pay a cancellation fee equal to 100% of the total projected cost of the edit.

22. Fabled Planet may cancel the booking at any point, but we must charge no cancellation fee and return any payment already made by the client if we do so, unless the cancellation is triggered by the client's failure to uphold the terms and conditions.

23. The client should provide Fabled Planet with the manuscript/s before commencement of the editing slot they have agreed to. If the manuscript is not received before this, we are permitted to move the report deadline to a later date of our choosing. If the manuscript is not received within six months of the commencement of the original editing slot, Fabled Planet may cancel these terms and conditions and the client will, under these circumstances, be obligated to pay a cancellation fee totalling 100% of the projected cost of the edit.

Editing services: refunds

24. If Fabled Planet has not provided the work specified in these terms and conditions by the agreed deadline, we will refund payment for the work. Disagreement with our conclusions

or our editing decisions is not grounds for a refund. Refunds can only be requested within 30 days of completion of the work. After this time, no refunds will be given.

ONE-TO-ONE COACHING

One-to-one coaching: general terms

25. Fabled Planet will provide one-to-one coaching services to the client on a month-by-month basis.

26. The coaching will begin with a critique of the client's novel outline, which should be no more than 5,000 words. This will form the basis of the first month of coaching. Thereafter, each month, the client will receive monthly goal-setting and accountability support, feedback on a writing excerpt of up to 5,000 words, and a weekly check-in, in which the client can submit up to 1,000 words describing any issues or challenges they need help with in their writing, and the coach will submit a response.

27. The coach will respond to requests for support outside of the activities outlined above entirely at their own discretion.

28. The coach is not required to read or critique the client's entire manuscript. This can only be done as part of an edit, which is a separate service.

29. The coaching can last for as long as the coach, the client, and Fabled Planet agree.

30. The coach may sometimes be away on holiday, off sick, or unavailable for another reason. If they are not able to provide the bulk of the service for the month that they are unavailable, the client will not pay for that month or will be refunded. If the coach is not able to provide the bulk of the service, they are not obligated to provide any other part of the service for free.

31. Requests to pause the service will be approved only at the discretion of the coach and Fabled Planet. The client is nonetheless free to cancel their participation at any time.

32. The coaching will begin on the first day of the month agreed by the coach and the client. Each coaching period will then run on the basis of the calendar month.

One-to-one coaching: payment terms

33. The scheme is administered as a pay-as-you-go subscription service. Subscription payments are to be made by the client before the commencement of each monthly coaching period, with each payment paying for the service provided during that subsequent monthly period. The participants will not have access to any services that they have not paid for in advance.

34. After the first payment is made, Fabled Planet will take subsequent payments automatically on a recurring monthly basis on the same date each month.

35. The amount due each month is outlined on Fabled Planet's one-to-one coaching page.

36. Payment should be made via debit or credit card.

37. This method of administration and payment does not constitute a credit agreement or the provision of credit. The services contained within the coaching service are provided on a strictly pay-as-you-go basis, with each payment being taken in advance of the services provided. There is no obligation on the client to subscribe to the scheme for any longer than the first month following this agreement or to pay subscription payments for any more than the first month.

38. If the client does wish to subscribe for longer than the first month, they must continue to pay their subscription payments. The payment of each subscription payment will renew their access to the service for the following month, thereby also renewing their agreement to these terms and conditions for that month.

One-to-one coaching: cancellations and refunds

39. The client has the right to cancel their subscription to the coaching with no penalty within 14 days of agreeing to these terms and conditions. Any payment they have made will be refunded. However, if the coaching has already begun, appropriate expenses will be deducted from any refund.

40. The client has the right to cancel their subscription to the service at any time. However, if they do so after the initial 14-day 'cooling off' period, they will forfeit the payment they have made for the current month's coaching. If they have already paid the subscription for the following month, this will be refunded in full. They will not have to pay for any subsequent months.

41. Fabled Planet is permitted to terminate the client's subscription to the service for any reason, including if the coach does not wish to continue and has requested that the coaching be cancelled.

ARC AND BETA READER SERVICES

ARC service: general terms

42. For our ARC (advance reader copy) service, Fabled Planet will send a digital version of the client's book to a group of ARC readers selected from our list. The ARC readers will be asked to read the book, and they will then be asked to share details of any quality issues they identified. They will be invited to leave an Amazon review on a date selected by the client. If the client opts for it, we will also ask the ARC readers to leave a review on Goodreads.

43. The process of completing an ARC project will take approximately four weeks for a book of up to 120,000 words, from the start date to the review invitation date. For projects that are between 120,000 words and 180,000 words, approximately one additional week will be required. For projects over 180,000 words, a bespoke timeline will be arranged.

44. Fabled Planet will select the ARC team for each project, taking into account the client's preferences as far as possible.

45. The client has the option of requesting to add ARC readers to their 'ARC street team' after their ARC project is complete. This means those ARC readers will be given preference in selections if they register for the client's future projects. Membership of a street team can be revoked by the client, by Fabled Planet, or by the member at any time. Clients can have more than one ARC street team if, for example, they write in more than one subgenre or if they have another good reason. This means members of each street team will only receive street team entitlements for the specific street team they are in, rather than for all of the client's projects.

46. To qualify for this service, the client's book should be in a finished state. Writing, editing, and formatting should be complete.

47. The client must provide a book cover, description, and biography.

48. The client pays for a set range of complete ARC registrations, with a minimum number and a maximum number. A complete ARC registration involves an ARC reader requesting to join the ARC project concerned and then completing the process to gain access to the book files. If the number of ARC registrations is below the minimum, the client will be offered a full refund, but they will also have the option to continue with the project instead. The ranges are outlined on the ARC section of our website.

49. Fabled Planet makes no guarantee that ARC readers will review the client's book, nor do we guarantee that reviews will be positive. We adhere strictly to Amazon's terms of service in this regard. We do not force our ARC readers to leave reviews, and nor do we attempt to influence the content of any reviews. The client pays for complete ARC registrations, not to receive reviews.

50. The client may submit books that are unpublished or that have been published already. However, any books submitted must not be enrolled in Amazon's KDP Select program while they are being distributed to our ARC readers.

Beta reader service: general terms

51. For our beta reader service, Fabled Planet will send a digital version of the client's book to a group of beta readers selected from our list. The beta readers will read the book and provide substantive feedback to the client via Fabled Planet.

52. The client may ask us to pose up to eight specific questions of a reasonable length to the beta readers, in addition to the questions asked by us. If we judge that any of the client's questions duplicate our own, we will not ask those questions, instead relying on our own. This does not entitle the client to a refund or a discount.

53. The process of completing a beta project will take approximately four weeks for a book of up to 120,000 words. For projects that are between 120,000 words and 180,000 words,

approximately one additional week will be required. For projects over 180,000 words, a bespoke timeline will be arranged.

54. The client's book must be complete in order to qualify for this service. However, it is not expected to be fully edited or formatted.

55. The client must provide a book description and biography.

56. The client will receive six pieces of substantive feedback from six corresponding beta readers. In order to ensure this, six primary beta readers and two substitutes will be selected. If the project yields more than six pieces of quality feedback (i.e. from their substitutes), that additional feedback will also be sent to the client. However, the client does not have a right to more than six pieces of feedback.

57. Fabled Planet will select the beta team for each project, taking into account the client's preferences as far as possible.

58. The client has the option of requesting to add beta readers to their 'beta street team' after their beta project is complete. This means those beta readers will be given preference in selections for the client's future projects. Membership of a street team can be revoked by the client, by Fabled Planet, or by the member at any time. Clients can have more than one beta street team if, for example, they write in more than one subgenre or if they have another good reason. This means members of each street team will only receive street team entitlements for the specific street team they are in, rather than for all of the client's projects.

59. The client is only permitted to submit books that are not currently published on Amazon. The date on which the books are sent to our beta readers must be prior to the date of publication.

60. The client will receive from Fabled Planet the feedback their beta readers have provided. The client is not permitted to publish this feedback in any public forum. The client may share the feedback privately with persons they deem appropriate, including but not limited to family, friends, colleagues, editors, literary agents, and publishers. However, they must not share the names of their beta readers or any other personal information.

61. Fabled Planet may analyse beta reader feedback relating to manuscripts submitted through our services to evaluate and improve our services and produce anonymised or aggregated research and insights into fiction writing and reader responses. This analysis may involve third-party service providers, including AI analytical tools. We will never share manuscript files for this purpose, only feedback provided by readers. Feedback containing quotations from manuscripts will be excluded from research analysis. We do not use, or authorise third parties to use, reader feedback to train AI models.

ARC and beta reader services: payment terms

62. The client must pay a lump sum amount in order to book these services. The amount payable is outlined on our website on the pages that pertain to our ARC and beta reader services.

63. For beta projects, higher prices may apply for books over 120,000 words, as per the information on our website. For ARC projects, higher prices may apply for projects over 180,000 words, as per the information on our website.

64. Payment should be made via credit or debit card.

ARC and beta reader services: cancellations and refunds

65. The client has the right to cancel their ARC or beta reader service booking within 14 days of agreeing to these terms and conditions; in these circumstances, they can claim a full refund for any payment made. However, if the client's book is sent to ARC readers or beta readers within these 14 days, they must pay for any work completed. If the client books a sending date within the 14 day cancellation period, they are expressly consenting to Fabled Planet beginning work within the cancellation period and agree to pay the cost of any work completed.

66. The client may still cancel their booking after the 14 day cancellation period, but they will forfeit any payments they have made if they do so. Fabled Planet may cancel the booking at any point, but we must return any payment made by the client if we do so.

67. For our ARC service, we will provide a full refund to the client, upon request, if the minimum number of complete ARC registrations they have opted for is not met. The service will be automatically cancelled under these circumstances. However, we will also offer the client the option of continuing with a partial refund.

68. For our beta reader service, we will provide a full refund to the client, upon request, if we are not able to facilitate feedback from the minimum number of beta readers they requested by the agreed deadline.

ARC and beta reader services: miscellaneous

69. The client acknowledges and accepts that their book will be distributed to our ARC readers or beta readers at no cost to the ARC readers or beta readers, i.e. they will pay no fee to receive the books. In turn, this means the client will receive no royalties or other payments from these readers or from Fabled Planet connected to the distribution of their book through these services.

70. Copyright of the client's book remains with them. Neither Fabled Planet and its officers, employees, and subcontractors, nor our ARC readers and beta readers can assume copyright over the client's book. The client is free to use any suggestions made by us or our ARC and beta readers related to their book without the need to provide credit or further compensation, and they will retain copyright over any parts of their book that arise from such suggestions.

71. For both ARC and beta reader services, the client must provide their book files in PDF and EPUB format.

72. Fabled Planet has implemented a range of precautions in order to secure the digital files provided by the client and prevent bad actors from pirating or otherwise sharing or distributing them without authorisation. These include the use of digital watermarking technology, limiting file access only to ARC readers and beta readers we have selected for the client's book (in addition to ourselves and partners involved in delivering the services), setting appropriate expiry terms on those access permissions for ARC and beta readers, and requiring all ARC and beta readers to agree to terms and conditions forbidding sharing of files and links. These measures will significantly reduce, but cannot completely eliminate, the risk of piracy or other unauthorised sharing. Indeed, the risk of piracy or unauthorised sharing can never be eliminated entirely when sharing written work. The client agrees that Fabled Planet cannot be held liable for any piracy or unauthorised sharing of their books.

73. The client acknowledges that some personal data, specifically their author name and any data they include in their books, will be transferred to ARC readers and beta readers as part of these services, and they consent to such transfer, including transfer to countries outside of their own that may have less stringent data protection regulations.

74. The client will be provided with information about the beta readers or ARC readers we have selected. This information, including but not limited to personal details about the beta or ARC readers, their reasons for wanting to join the project, and their reading interests, is confidential, and the client must not share it with anyone, either privately or in any public forum.

75. The client is not permitted to make direct contact with any of their beta readers or ARC readers on their own initiative and must not request, or agree to any suggestion, that further beta or ARC reading be done by those readers outside of Fabled Planet's services. The only exception to this is if we give our written permission.

76. Fabled Planet will not extensively check the client's book files. The only checks we perform involve checking the file extensions and ensuring the book files open properly. The client is responsible for the files beyond this, and we are not liable for any errors they make with respect to the files. If the files contain errors or are the wrong version, this does not entitle the client to a refund or a discount.

77. The client agrees that Fabled Planet cannot be held liable for the actions of any beta or ARC reader involved in providing these services. If any beta or ARC reader, through their actions, does anything to violate these terms and conditions, cause them to be violated, or otherwise engages in actions that give rise to legal proceedings, the client agrees that any legal action may only be directed against the beta or ARC reader, not Fabled Planet.

78. If the client's book has a publisher (i.e. it is not self-published), the client must have permission from their publisher to use these services. If the client's book has a co-author or co-authors, they must have permission from the co-author or co-authors to use these services. And if the client is a publisher, they must have permission from the author/s to use these services. Moreover, the client agrees to indemnify Fabled Planet, its officers,

employees, and subcontractors against any legal claims by third parties, including but not limited to publishers, authors, and co-authors, arising from their use of these services.

79. If the client provides one but not both of the two required file formats (PDF and EPUB) for their beta or ARC project by the deadline specified over email, then we will proceed with the project but we will not be bound by the minimum requirements for the number of ARC readers or the number of pieces of beta reader feedback we provide, since we require both formats to accommodate a sufficient number of advance readers. No refund will be due if we go under the minimum requirements in these circumstances.

80. If the client does not, by the deadline we specify, provide any usable book files at all in PDF or EPUB format, or does not adequately complete the submission form in which we ask for details about their book in order to list it, Fabled Planet may cancel the project, and no refund will be due in these circumstances.

GROUP COACHING

Group coaching: what to expect from the program

81. Participants on the enhanced tier will receive six tutor critiques, one per month, over the course of the program. Participants on the standard tier will receive two tutor critiques over the course of the program. Tutor critiques will consist of up to 5000 words of writing, including comments in the margins and a report.

82. One video consultation with a tutor, lasting approximately one hour, after six months.

83. The facilitation of two peer critiques of each participant's work each month. Note: Fabled Planet will aim to facilitate these critiques. However, it is beyond our control if – for whatever reason – critique partners do not provide the critiques they have been asked for. If critiques are occasionally not provided, it does not constitute a violation of the terms and conditions. However, Fabled Planet will take appropriate steps to reduce the risk of recurrence.

84. One live Q&A session per month, led by the tutor and hosted on Zoom. These sessions will be recorded. Participants who cannot attend the Q&A live will have the opportunity to submit questions in advance.

85. The tutors may be delayed in providing the items above, and they may not be able to provide the monthly Q&A on some occasions, if they are: 1) sick, 2) on holiday, 3) lose computer access, or if there is any other reasonable cause for delay or non-delivery. It is expected that the tutors will take holiday during the course of the program, so participants should anticipate occasional delays and non-delivery as above due to this.

86. The tutors and Fabled Planet team are not obligated to provide substantive responses to individual emails from the participants asking for private feedback on their writing or other questions concerning their writing. Any responses to such emails will be at the discretion of the tutors and team. However, participants may email Fabled Planet privately to ask questions about the logistics of the course.

Group coaching: what is expected of the participants

87. Participants should submit up to 5000 words of their writing (and minimum 1000 words) each month. The writing can be new or an edited version of writing previously submitted. It should be from a fantasy or science fiction story (from their work-in-progress or works-in-progress).

88. Participants must critique two other writing submissions from other participants each month. Critiques should include comments in the margins where appropriate and substantive summary comments written at the end. Further guidance will be provided.

89. Participants may be delayed in delivering on items 1 and 2 of this section if they are 1) sick, 2) on holiday, 3) lose computer access, or if there is any other reasonable cause for delay. Non-delivery is permitted in extenuating circumstances.

90. Persistent non-delivery of items 1 and 2 in this section will be grounds for removal from the program.

Group coaching: program dates and structure

91. The program will begin and end on the dates indicated on the group coaching page of Fabled Planet's website pertaining to the forthcoming round of group coaching.

92. The deadline for participants submitting their writing will ordinarily be the 19th of each month. Critiques will ordinarily be due by the end of each month.

Group coaching: participant conduct

93. Participants are expected to approach participation, interaction, and critiquing with politeness and respect. Offensive or unconstructive behaviour is not permitted.

94. Participants agree to maintain appropriate sensitivity to others in the language they use in their submissions and in their interactions with other participants.

95. Participants may not use this program as a forum for discussing or debating contemporary political, social, or religious issues.

96. Participants agree that the Fabled Planet team are the sole arbiters of what behaviour or language is deemed appropriate in this program. If participants have concerns about the behaviour of, or language used by, other participants, they must share their concerns directly with the Fabled Planet team over email, who will then investigate and, if appropriate, take action. They may not take it upon themselves to debate, or attempt to decide, rules governing behaviour and language within the group, without Fabled Planet's prior authorisation.

Group coaching: group platforms

97. Program activities will take place in a dedicated, private Discord server. Only group coaching participants and the program team will be able to access this server and see who else is a member. Participants are advised to read this platform's privacy policy.

Group coaching: program administration and payment conditions

98. The program is administered as a pay-as-you-go subscription service lasting for six months. Subscription payments are to be made by the participants before the start of each month, with each payment paying for the service provided during that subsequent month. The first payment is taken when the participant enrolls in the program, and subsequent payments are taken automatically on the same date every month. Participants will not have access to any part of the program that they have not paid for in advance, and they are not entitled to access any part of the program that is due to be delivered after each monthly subscription period. At the end of the six months, Fabled Planet will contact participants to see whether they would like to re-enroll for another six-month term.

99. The amount of the monthly subscription payment is outlined on the group coaching page of Fabled Planet's website. Fabled Planet may adjust the fee at any time but must give one month's notice to current participants.

100. Payment should be made via credit or debit card.

101. These terms and conditions will not be binding on Fabled Planet or in effect until the first subscription payment is made. Fabled Planet may change these terms and conditions at any time, but they must give current participants one month's notice.

102. This method of administration and payment does not constitute a credit agreement or the provision of credit. The services contained within the program are provided on a strictly pay-as-you-go basis, with each payment being taken in advance of the services provided. There is no obligation on the participants to subscribe to the program for any longer than the first month following this agreement or to pay subscription payments for any more than the first month.

103. If participants do wish to subscribe for longer than the first month, they must continue to pay their subscription payments. The payment of each subscription payment will renew their access to the service for the following month, thereby also renewing their agreement to these terms and conditions for that month.

Group coaching: cancellation or removal

104. The participants have the right to cancel their subscription to the program with no penalty for a period of 14 days following their first subscription payment. Any payments they have made in this period will be refunded.

105. The participants also have the right to cancel their subscription to the program at any time after the 14 day cooling off period. However, they will forfeit the payment they have made for the current month's subscription. If they have already paid the subscription for the

following month, this will be refunded in full. They will not have to pay for any subsequent months.

106. Fabled Planet is permitted to terminate a participant's subscription to the program if they violate the conditions for participant conduct or what's expected of participants outlined above or, if for any other reason, we do not feel their participation is beneficial either for them, the group, or Fabled Planet. Under these circumstances, the participant will forfeit the payment they have made for the current month's subscription. If they have already paid the subscription for the following month, this will be refunded in full. They will not have to pay for any subsequent months. They will not be refunded for any previous months. If they are still within their 14 day cooling off period, however, they will be refunded in full for any payments made.

107. Fabled Planet is permitted to cancel a participant's subscription if there are insufficient numbers to sustain the program. In this situation, Fabled Planet will refund the participant's payment for the subsequent month not yet started, if applicable. Payment for the current month will only be refunded if Fabled Planet is unable to deliver the program in that month.

OTHER BESPOKE PROJECTS

108. Other bespoke projects (i.e. projects that are not bespoke editing projects) may consist of whatever the client and Fabled Planet have mutually agreed in writing over email.

109. Before booking a bespoke service, the client must contact Fabled Planet via email to enquire about availability and suitability of our services. The slot for the service must be arranged over email by the client and Fabled Planet prior to booking and is binding on both the client and Fabled Planet.

110. The price of the work must be agreed between the client and Fabled Planet prior to booking. If the final price is unknown for any reason, for example because the word count is unknown, Fabled Planet will provide an estimate for the price that will be binding on both us and the client. If the parameters of the estimate are exceeded, Fabled Planet and the client must renegotiate a mutually acceptable price prior to payment of the balance. If a price cannot be agreed, Fabled Planet must refund any advance payment, provided we believe the client has acted in good faith.

111. Payment must be made in full, either at the time of booking or upon commencement of the project, in accordance with Fabled Planet's instructions. Payment must be made via debit/credit card.

112. The client has the right to cancel their booking within 14 days of agreeing to these terms and conditions; in these circumstances, they can claim a full refund for any payment made. However, if work begins within these 14 days, the client must pay for any work completed. If the client books an editing slot (defined as the time period between delivery of the manuscript and delivery of the finished edit) within the 14 day cancellation period,

they are expressly consenting to Fabled Planet beginning work within the cancellation period and agree to pay the cost of any work completed.

113. The client may still cancel their booking after the 14 day cancellation period, but they will forfeit any payments they have made if they do so. Fabled Planet may cancel the booking at any point, but we must return any payment made by the client if we do so, unless the cancellation is triggered by the client's failure to provide their manuscript within six months of the agreed deadline or to provide full payment.

114. If Fabled Planet has not provided the bespoke work by the agreed deadline, we will refund payment for the work. Disagreement with our conclusions or our decisions is not grounds for a refund. Refunds can only be requested within 30 days of completion of the work. After this time, no refunds will be given.

COPYRIGHT AND LIABILITY

115. The copyright of any manuscript, works, or materials that are submitted by the client/participant for editing work, as part of our programmes and workshops, or for any other purpose are the sole property of the client/participant. Neither Fabled Planet and its employees, officers, and subcontractors, nor the participants in our programmes and workshops, can claim intellectual property ownership over any manuscript, works, or materials submitted by clients/participants. Equally, the client/participant is not permitted to claim intellectual property ownership over any manuscript, works, or materials submitted by other clients/participants.

116. The client/participant is free to use any ideas or suggestions provided by Fabled Planet and its employees, officers, and subcontractors, and by participants in our programmes and workshops, without providing credit or further compensation. Equally, any ideas or suggestions the client/participant contributes to other clients/participants may be freely used by the latter, without providing credit or further compensation.

117. The responsibility for any manuscript, works, or materials submitted by the client/participant or resulting from our services, coaching programmes, and workshops also remains with the client. Therefore, the client/participant agrees to indemnify Fabled Planet and its officers, employees, and subcontractors against any and all legal claims that result from any such manuscripts, works, or materials.

DATA AND CONFIDENTIALITY

118. Neither Fabled Planet, its employees, officers, relevant subcontractors, or the participants in our programs and workshops may share, publish, or refer to any manuscripts, works, or materials submitted by the client/participant except insofar as it is necessary to fulfil the service concerned and for administrative purposes. Necessary sharing may include, but is not limited to, sharing with other participants in the same program so that they can critique the writing, sharing with Google Drive for storage, sharing with ARC and beta readers if those services have been booked, and sharing with subcontractors in order to provide agreed services. Equally, the client/participant is not permitted to share, publish,

or refer to any manuscripts, works, or materials submitted by other clients/participants outside of the programmes or services they are participating in.

119. Client/participant data will be kept confidential except for sharing with necessary third parties as outlined in Fabled Planet's privacy policy, which can be reviewed online (https://fabledplanet.com/privacy-policy/), and for sharing required for the fulfilment of the services concerned. If subcontractors are engaged by Fabled Planet, the client agrees to the sharing of their data and other relevant materials with these subcontractors, including the transfer of data and materials to the United States and other third countries if subcontractors are located there.

RIGHT OF WITHDRAWAL FOR CONSUMERS

120. If the client/participant is a consumer, they have a statutory right to withdraw from their contract with Fabled Planet within 14 days without giving any reason.

121. The withdrawal period shall ordinarily expire 14 days after the date on which the contract is concluded.

122. To exercise their right of withdrawal, the client/participant must notify Fabled Planet of their decision before the withdrawal period expires.

123. The client/participant may exercise their right of withdrawal by emailing enquiries@fabledplanet.com; using the model withdrawal form contained in these terms and conditions; or using the electronic withdrawal function provided within their account area.

124. Eligible orders will include an electronic withdrawal function accessible through the account area. The client/participant may use this function to submit a withdrawal request electronically.

125. Where a withdrawal request is submitted electronically through our website, Fabled Planet shall acknowledge receipt of the request without undue delay.

126. If the client/participant validly exercises their right of withdrawal, Fabled Planet shall reimburse all payments received from them without undue delay and, in any event, no later than 14 days after receiving notice of withdrawal.

127. Refunds shall be made using the same means of payment used for the original transaction unless otherwise agreed between Fabled Planet and the client/participant.

128. The client/participant acknowledges that certain services provided by Fabled Planet may commence during the withdrawal period.

129. Where the client/participant requests that a service begin during the withdrawal period and subsequently exercises their right of withdrawal, they shall pay an amount proportionate to the services supplied up to the point at which Fabled Planet is informed of the withdrawal.

This provision may apply to any service involving work undertaken or services supplied before the expiry of the withdrawal period.

130. Fabled Planet may also provide digital products and online memberships. Notwithstanding any access to, use of, or consumption of digital content during the withdrawal period, consumers may withdraw from the contract in respect of these products or services within 14 days of purchase and receive a full refund, provided that notice of withdrawal is given before the expiry of the withdrawal period. This provision applies only to digital products and online memberships.

131. Additional terms relating to withdrawal rights, refunds, immediate access, and the commencement of performance may apply to specific products and services and are set out in the relevant sections of these terms and conditions.

132. The following model withdrawal form may be used by the client/participant, although its use is not mandatory:

To: Fictive Pursuits LTD trading as Fabled Planet
Email: enquiries@fabledplanet.com
I/We () hereby give notice that I/We () withdraw from my/our (*) contract for the supply of the following service(s):

———

Ordered on:

———

Name of consumer(s):

———

Address of consumer(s):

———

Signature of consumer(s) (only if submitted on paper):

———

Date:

———

(*) Delete as appropriate.

MISCELLANEOUS

133. Fabled Planet cannot guarantee the success of the manuscript, works, or materials of the client/participant following provision of our services, nor can we guarantee that we will identify every error. We cannot be held liable for errors we may have missed or any lack of success (including but not limited to lack of sales or lack of critical acclaim). We cannot be held liable for any errors or losses that occur as a result of the client/participant acting on our recommendations, and we cannot be held liable for any errors we make in respect of those recommendations. Nor can any other client or participant be held liable for another client or participant's lack of success, errors, or losses.

134. Fabled Planet is permitted to engage subcontractors to provide our services.

135. All services are provided by Fabled Planet, which is responsible to the client for their delivery. Editors, tutors, mentors, readers and other freelancers deliver services as our subcontractors. The client's contract is with us alone, and all payments must be made to us.

136. If any manuscript, works, or materials submitted cannot or should not be edited or worked on by us because they are not up to a sufficient standard, Fabled Planet reserves the right to decline the project. Any payments made by the client/participant will then be refunded in full, provided we believe the client/participant has acted in good faith.

137. The client/participant may not, except with explicit consent from Fabled Planet, publish any of our comments or any comments made by other clients or participants in relation to their writing, including (but not limited to) in marketing material for their books.

138. Our services, programs, and workshops are conducted in English. By agreeing to these terms and conditions, the client/participant warrants that they can write proficiently in English and will use English to participate in any programs, services, and workshops (aside from reasonable, occasional use of non-English words in their own submissions). They agree that not being able to write proficiently in English – as judged by Fabled Planet – or not using English in the course of their participation in our services, programs, and workshops is grounds for cancellation. The terms of any refunds will be determined by Fabled Planet on a case-by-case basis.

139. Participants must be at least 18 years old and capable of entering into contracts in order to use our services or participate in our programs and workshops. Accordingly, by agreeing to these terms and conditions, the client/participant warrants that they are at least 18 years old and capable of entering into contracts.

140. If any client/participant submits work, materials, or books to us that clearly promote views that are not worthy of respect in a democratic society, not compatible with human dignity, or in conflict with the fundamental rights of others, we retain the right to cancel the project concerned or their participation in the relevant program or workshop. The terms of any refunds will be determined by Fabled Planet on a case-by-case basis.

141. Any part of these terms and conditions can be changed by mutual agreement in writing (over email) between Fabled Planet and the client/participant. Any such changes will then be binding as part of these terms and conditions.

142. Any payment amount specified on our website that pertains to services in these terms and conditions may be reduced or increased by Fabled Planet by mutual agreement with the client/participant in writing (over email). The altered amount will then become binding as part of these terms and conditions.

143. Fabled Planet only accepts clients/participants who are resident in the United Kingdom, the United States, Canada (excluding Saskatchewan), the European Union, Australia, New Zealand, and South Africa. Anyone not resident in this group may not book with us.

144. For clients/participants located in Canada, all purchases are treated as consumer purchases for GST/HST purposes. Fabled Planet does not support Canadian GST/HST-exempt transactions.

145. We accept four payment currencies: USD, GBP, CAD, and EUR. The currency you pay in will depend on your country of residence. People resident in the UK will pay in GBP, people resident in the EU will pay in EUR, people resident in Canada will be in CAD, and people resident in the USA, Australia, New Zealand, and South Africa will pay in USD.

146.

147. The client/participant is not permitted to submit the manuscripts, works, or materials of other clients/participants to any artificial intelligence application without their explicit permission.

148. The client/participant shall disclose to Fabled Planet if they have used artificial intelligence to generate any of the text within their work.

149. During your use of our services and for 24 months after a freelancer last provides services to you on our behalf, you must not engage that freelancer, directly or indirectly, for similar services, other than by purchasing those services from Fabled Planet, or with our prior written permission.