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1. Purchases of services or products by the Consumer (also referred to as "you" or "your") through newessays.co.uk, owned by New essays or any authorised person as and also referred to as "us", "we" or "our") are governed by this Terms of Sale Agreement (also referred to as "TSA").

2. Newessays.co.uk may change the terms and conditions of this TSA at any time without prior notice on the sole discretion of the management. However the terms and conditions published on www.newessays.co.uk at the time of purchase will govern the order in question.

3. You agree to these terms and conditions by placing order with us. If you do not agree with any of these terms and conditions, please do not place an order. This TSA provides the full contract between you and new essays and governs the relationship between the both parties. It is therefore imperative that you read this TSA carefully and in full before placing an order.

4. New essays endeavour to provide you the best possible service and support in good faith. If you have any doubts or queries or are not sure about any aspect of our services, please contact us via email (info@newessays.co.uk). We shall do our best to verify or provide explanation to the best of our ability and will do everything within our means to resolve any issue raised by you to make your experience as a customer as pleasant as possible.

5. New essays shall only commence work on an order after receiving payment in full. However the management at its sole discretion reserves the right to reject, refuse or cancel the order at this stage and at anytime before the delivery of the service and is not obliged to give any reason or notice beforehand. Refund will be discussed as any part work supplied would be charged.

6. The products of new essays are delivered via email as an attachment, sent to the email address provided by you when requesting quotation or while placing the order. New essays is not responsible for any delays in transmission due to technical problems such as Internet service outages or email delivery delays from ours or your Internet Service Provider or Email Service provider.

7. The services/products are provided by new essays on the understanding that you have basic knowledge of and familiarity with the computer systems and software. We cannot provide any refund if you are not able to use the products or if any delay is caused due to your lack of basic knowledge on computer systems. We can however in some cases deliver the products by post where possible if requested. For vast majority of customers however, our services and products are very easy to receive and utilise.

8. New essays retains the right, at the sole discretion of the management, to delay or cancel an order if it suspects an attempt to obtain products and/or services through fraudulent means, until the validity of the order can be verified.

9. No refunds can be issued after you have placed an order and the work has been started. This is because the company reserves the right to charge admin fee for all orders and is still obliged to pay the research experts/writers even if the customer no longer requires the product. Also no refund can be issued after the product/service has been delivered to the customer. This is because due to the nature of the products, New essays cannot be sure if any copies of the product have been made once it has been delivered to the customer.

10. Once you have placed the order, you cannot cancel it. This is because after this time period the payment is made by the company to the writer(s)/expert(s) who might have completed the task or is in the process of doing it, and it may not be possible for the company to reverse this payment. The company therefore accepts no responsibility and is under no liability for a refund in such a situation.

11. Newessays reserve the right to refuse to sell or provide service/products to anyone without providing any explanation at our sole discretion. Also, due to the nature of the work, the company reserves the right to delay an order at its sole discretion. Typical circumstances that may lead to this include (but are not limited to) delay in receiving payment from the client, technical problems, unavailability of the writer or any other unforeseen situation. All deadlines should therefore be considered provisional and as a guide.

12. New essays endeavour to collect only those pieces of information from the customers that are absolutely necessary. No unnecessary details are collected and stored on our systems. Whatever data however we collect is kept confidential and not shared by third parties.

13. We reserve the right to communicate with you via email to send relevant offers if consented by you at the Request Quotation or Order stage.

14. In case of any problem with the purchase, you will in all cases first contact new essays to allow us resolve the issue.

15. We reserve the right to cancel without refund any order with incorrect and fraudulent details. The order is accepted in good faith based on the trust that the information provided by you is true to the best of your knowledge.

16. We shall only use the British Pounds as the currency for transactions. All foreign currencies must be converted into British Pounds when deal with New essays

17. Due to the nature of products and services provided by new essays and their delivery through electronic means or the provision of advice over the phone or face to face, no refunds can be granted. Also we are unable to accept any returns of the products/services as we cannot be sure that its more copies have not been made and retained by the client.

18. You are solely responsible for all relevant taxes or duties that may be assessed by the authorities and new essays accept no responsibility in this regard.

19. New essays keep the copy rights of all the products/services delivered by the company. None of its products, either in part or full may be reproduced, copied, distributed, or presented without acknowledging the source and against the copyright laws. All instances where our products are used unlawfully through the breach of the copy rights laws will be fully prosecuted and reported to all relevant authorities. By placing the order, you agree to use our products in the same way in which you may use other copy righted material. You must never re-sell our products or attempt to obtain any other unauthorised benefits.

20. We strongly recommend that you refer to your university regulations on using the copy righted material such as journal articles, books and research papers/reports such as those provided by us and conform to the university guidelines entirely. We take the infringement of copyright extremely seriously and will not tolerate any copying from the work provided by us without properly acknowledging it in accepted academic manner. Also we cannot be held responsible for any

unauthorised and illegal use of our paper by you by any entity or person. Once the required paper/report is submitted, the decision to use it in a particular way is completely yours.

21. The products by new essays are provided on an “AS IS” basis. Due to the nature of the product we are unable to provide any warranties of any kind (including express or implied and those for merchantability and fitness for a purpose).

22. All products/services are subject to availability. The management reserves the right to cancel any order due to unforeseen and uncontrollable circumstances at its sole discretion by providing a full or partial refund depending if the work is delivered in parts to the customer at any stage of the order.

23. The academic standard suggested by the new essays while delivering the ordered work is to indicate the quality of work as evaluated by the company and is not in any shape or form intended to guarantee any degree standard, grade or marks as assessed by your university. By placing an order you agree not to pass off in part or full any paper delivered to you by new essays to any educational or other institution in UK or abroad as your own work.

24. The customer may not request amendments to their order specification after payment has been made or a deposit has been taken and the order has been assigned to an expert

The customer may provide the principal with additional supporting information shortly after full payment or a deposit has been taken, provided that this does not add to or conflict with the details contained in their original order specification

If the customer provides additional information after full payment or a deposit has been taken and this does substantially conflict with the details contained in the original order specification, the agency may at their discretion either obtain a quote for the changed specification. The customer understands that this may result in a delay in the delivery of their work for which the agency will not be held responsible. Under these circumstances, the 'completion on time agreed will not be payable.

**Amendments to completed orders:** The agency agrees that if the customer believes that their completed work does not follow their exact instructions and/or the guarantees of the principal as set out on the agency website, the customer may request amendments to the work within 7 days of the delivery date, or longer if they have specifically paid to extend the amendments period. Such amendments will be made free of charge to the customer

The customer is permitted to make one request by replying to the email in which they received the work. This will be sent to the principal for comment. If the request is reasonable, the principal will amend the work.

If the principal does not agree with the customer's request, they will be given the opportunity to comment on it. In the event that agreement cannot be reached between principal and customer regarding the amendments, the agency's quality control team will assess the dispute and their decision will be final. They may, at their discretion, refer the matter to a different expert for assessment, in which case the decision of that expert will be binding on both parties

If the request to amend the work falls outside of the time allowed for amendments, or if the customer asks for amendments that do not relate to their original order specification, the principal at their discretion may offer a quote for the completion of the changes, and the customer may choose whether or not to accept this. The customer acknowledges that they may be required to make payment for such changes prior to the additional work being commenced

If the customer should require their work to be amended in such a way that is inconsistent with their original order specification, such amendments will be put to the principal who may set their own rate for completing them and the agency's fee will then be calculated proportionate to that fee

25. The recommended use of our service is to consider it an academic and scholarly piece of work similar to what you may find published in academic journals, books, trade publications or organisational reports. You may only use it as one of the various sources you may need to complete your own research assignment or task. If we suspect misuse of our service at any stage of the order process we reserve the right to cancel the order.

26. By placing an order you agree that if you do quote from the paper provided to you by Newessays, you will include a reference in the bibliography/references section and provide citation in the main text with page number.

26. By placing the order you agree that you will never hold new essays responsible, rather hold it completely harmless, indemnify and defend it against any claims or allegations and any associated material costs arising from your use of the products supplied by the company.

27. You also agree to waive all liabilities related to the use of our products by you even if these are occasioned by our negligence.

28. You agree by placing this order not to join and be part of any lawsuit or litigation against New essays related to the purchase and use of our products.

29. Newessays accept no responsibility for the technical inaccuracies or typographical errors in the information displayed on our website.

30. New essays will not be liable for any loss or damage incurred to you or anyone related to you as a result of products provided by us even if we were advised of the possibility of any such damages.

31. If any clause of this TSA is deemed unenforceable or in conflict with the laws and regulations of any government, it will not in any way affect the enforceability of any other clause and you will still be legally bound by all other clauses.

# Privacy Policy

Effective as of 25<sup>th</sup> May, 2018

New Essays is a website belonging to Top Research Limited, a UK registered company (No 13085897). We can be contacted using the details given on the Contact us page of our website [www.newessays.co.uk](http://www.newessays.co.uk)

This is our privacy policy. It tells you how we collect and process data received from you on our site. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

If you have any comments on this privacy policy, please email them to [support@newessays.co.uk](mailto:support@newessays.co.uk)

## What we may collect

We may collect and process the following data about you:

- Information you put into forms or surveys on our site at any time
- A record of any correspondence between us
- Details of transactions you carry out through our site
- Details of your visits to our site and the resources you use
- Information about your computer (e.g. your IP address, browser, operating system, etc.) for system administration and data analytics.

Under GDPR we will ensure that your personal data is processed lawfully, fairly, and transparently, without adversely affecting your rights. We will only process your personal data if at least one of the following basis applies:

- you have given consent to the processing of your personal data for one or more specific purposes;
- processing is necessary for the performance of a contract to which you are a party or in order to take steps at the request of you prior to entering into a contract;
- processing is necessary for compliance with a legal obligation to which we are subject;
- processing is necessary to protect the vital interests of you or of another natural person;
- processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller; and/or
- processing is necessary for the purposes of the legitimate interests pursued by us or by a third party such as our credit card payment processing, except where such interests are overridden by the fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

## How we collect your personal data:

We collect data when you interact with us on our website, especially when

- you browse any page of the website;
- you use the website;
- you receive emails from us
- you chat with us on newessays.co.uk for customer support
- you opt-in to marketing emails.

## What we do with your data

We will never sell your personal data for any reason, though sometimes it will be necessary to transfer your data to a third party to be processed. Your data is processed for certain specific reasons:

### *Important data*

So that we can get in touch with you about your order, we need to know your name, email address, phone number and any messages you have sent through your online account.

On the order form, we ask for your country of study. This is because we are required to know the country in which you are downloading your order for tax purposes.

To process your order properly, we also need to keep details about the order you are asking us to complete as well as any files you have uploaded to your order. You should try to remove all personal data from anything you upload, but we will do our best to anonymise it before passing it on to our writers.

Sometimes, when a file is too large to upload to our database, we will ask you to use a service called WeTransfer to send it to us. These files remain on WeTransfer's servers for 28 days, after which they are automatically deleted. You can read WeTransfer's privacy policy [here](#).

### *Marketing*

If you have explicitly consented to receive direct marketing from us, or if you have ordered from us in the past, we will sometimes use your name and email address to send you offers and promotions about the services we provide. We do this using a service called Mailchimp. You can read Mailchimp's privacy policy [here](#).

Similarly, we might also use your name and phone number to text you about offers and promotions that we are currently running.

We will only ever call you about an existing service you have asked us to provide or to talk about something important related to your account.

## *Other purposes*

When you place an order, our system stores your IP address. This address is used to work out your time zone so that we can call you during hours that are convenient for you. It is also used to identify when a customer is using multiple accounts to place their orders.

For payments over a certain amount, we ask for documents to prove you are the registered account holder. This is so that we can prevent fraudulent transactions, such as people paying with stolen card details.

In order to establish the facts in case of a legal dispute, we archive anything that might be relevant to the negotiation or performance of a contract (for example, messages or order instructions). Access to this archived data is strictly controlled so that only a few privileged employees can see it, and it is only ever used for the specific purpose of supporting a legal case. Some of this data may be shared with our legal counsel in the unlikely event of a dispute.

## **Cookies**

All Cookies used by and on our website are used in accordance with current English and EU Cookie Law.

The site uses cookies or similar technology to collect information about your access to the site. Cookies are pieces of information that include a unique reference code that a website transfers to your device to store and sometimes track information about you.

A few of the cookies we use last only for the duration of your web session and expire when you close your browser. Other cookies are used to remember you when you return to the site and will last for longer.

## **Where we store your data**

Our servers are located in United Kingdom.

We may transfer your collected data to storage outside the European Economic Area (EEA). It may be processed outside the EEA to fulfil your order and deal with payment.

By giving us your personal data, you agree to this arrangement. We will do what we reasonably can to keep your data secure.

Payment will be encrypted. If we give you a password, you must keep it confidential. Please don't share it. Although we try to provide protection, we cannot guarantee complete security for your data, and you take the risk that any sending of that data turns out to be not secure despite our efforts.

We only hold on to your data for as long as we need it to fulfil one of the purposes it was originally collected for, such as to provide a service, to gather feedback or to comply with a

legal obligation. In any event, we will conduct an annual review to ascertain whether we need to keep your personal data. Your personal data will be deleted if we no longer need it.

## **Your Rights**

You can ask us not to use your data for marketing. You can do this by contacting us at any time at [support@newessays.co.uk](mailto:support@newessays.co.uk)

Under the GDPR, you have the right to:

- request access to, deletion of or correction of, your personal data held by us at no cost to you;
- request that your personal data be transferred to another person (data portability);
- be informed of what data processing is taking place;
- restrict processing;
- to object to processing of your personal data; and
- complain to a supervisory authority.

To enforce any of the foregoing rights or if you have any other questions about our site or this Privacy Policy, please contact us at [support@newessays.co.uk](mailto:support@newessays.co.uk)

## **Children**

If you are 13 or under, you must have permission from a parent or guardian before you give us your personal information. If we find that we have received information from you without the appropriate consent, we reserve the right to cancel all transactions and services and remove all personal data that you have supplied. You will be able to re-submit the information when you have the required permission.

## **Links to other sites**

Please note that our terms and conditions and our policies will not apply to other websites that you get to via a link from our site. We have no control over how your data is collected, stored or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

## **Security**

We guarantee that we take reasonable and appropriate technical and operational measures to protect your Personal Information we collect and hold from loss, misuse and unauthorized access, disclosure, alteration, and destruction. While protecting your personal data we take into due account the risk involved in the processing and the nature of the Personal Data.