

1st Applied Translations

Terms and Conditions

2nd December 2008.

The following Terms and Conditions constitute a legally binding agreement ("The Agreement") between you ("Client") and 1st APPLIED TRANSLATIONS regarding access to and use of the 1stappliedtranslations.co.uk website ("website") and its associated translation services ("Services") rendered or to be rendered by 1st APPLIED TRANSLATIONS

By accessing or using the website or Services, you agree to be bound by these Terms and Conditions of Service. If you do not wish to be bound by these Terms and Conditions of Service, you should leave the website now.

For the purposes of this Agreement,

"Source Material(s)" shall mean any electronic or other files that the Client transmits to 1st APPLIED TRANSLATIONS using the website that are intended to be the subject of services hereunder. The final translated version of the Source Material(s) shall be referred to as "Deliverable" or "Deliverables"

Each order or formal request for the provision of Services shall be referred to as an "Order".

1. 1st APPLIED TRANSLATIONS is an online translation ordering site.
2. The charge for the translation is based on word-count, category of text, language(s) and service requested. The word-count, as determined by 1st APPLIED TRANSLATIONS is final and non-negotiable. The word-count is clearly visible throughout the ordering process. Any changes to this word count will be communicated to the Client for approval.
3. All prices and rates quoted are subject to change without notice prior to formal acceptance of any Order. 1st APPLIED TRANSLATIONS reserves the right to charge for additional Services requested after an Order has been accepted.
4. It is the responsibility of the Client to select the appropriate service and category of text for the translation of the Source Material(s). 1st APPLIED TRANSLATIONS will not accept any responsibility if the service selected does not meet the specific requirements of the Client.
5. The Client can request a translation by uploading and submitting Source Material(s) to the website or sending it by email.
6. The translated files will remain accessible through the website for a period of at least six months after completion unless otherwise agreed.

7. 1st APPLIED TRANSLATIONS will not be liable to correct any errors or omissions that were inherent in the original Source Material(s) and which may or may not affect the quality of the Deliverable.
8. Source Material(s) will be virus checked upon receipt by 1st APPLIED TRANSLATIONS.
9. 1st APPLIED TRANSLATIONS reserves the right to refuse to translate any Source Material(s) that is/are of an offensive nature, defamatory, obscene, in breach of any statutory or regulatory obligation, or is otherwise considered inappropriate by 1st APPLIED TRANSLATIONS whose decision in all matters shall be binding and conclusive.
10. The services can be utilized by selecting either Standard Account, Premier Account or Corporate Account.

Standard Accounts are for individuals and companies, and payment is due immediately on completion of each order by credit card or bank transfer and all service levels and languages are available.

Premier Accounts are for single users within companies or other legally incorporated bodies only. Users will be invoiced for all translations completed within a month at the end of that month and payment is due within 30 days from the Invoice date.

Corporate Accounts are for use by multiple users within companies or other legally incorporated bodies only:-

- The first named person on the account is the authorized business user, who has authority to add/remove users to the account.
 - Several users can be added to one Corporate Account, with the ability to grant/restrict access to the website. It is the responsibility of the Client to update/edit and remove users, 1st APPLIED TRANSLATIONS accepts no liability in relation to user access to the account.
 - Payment is via bank transfer only.
 - The Client will have the ability to set profiles for each user of the Corporate Account determining each users level of access.
11. 1st APPLIED TRANSLATIONS warrants that all translations will meet reasonable commercial standards for professional human translation (i.e. human translation by a bilingual translator with reasonable skill in translating the concepts and terminology of industry-specific text with a proofread by a second translator).
 12. Times for expected receipt of the Deliverable are displayed at the time of order (Delivery Date). 1st APPLIED TRANSLATIONS will use its best efforts to meet these deadlines but does not accept liability for any delay in delivery. 1st APPLIED TRANSLATIONS reserves the right to amend the delivery date and will make all reasonable efforts to contact the Client if there is any change in the Delivery Date.

13. Payment is due on delivery, unless a User Gold Account or a Corporate Account has been established in which case payment is due 30 days from the date of invoice.
14. For Corporate Accounts, 1st APPLIED TRANSLATIONS will only accept Orders from valid Corporate Account users.
15. Corporate Accounts will be invoiced at the end of each calendar month for all Orders completed in the month.
16. Invoices will be raised in Euros and payment is in Euros.
17. The Client has 10 days from receipt of the final Deliverable to inform 1st APPLIED TRANSLATIONS or any errors or omissions contained in the translated work. 1st APPLIED TRANSLATIONS will make the necessary corrections free of charge and within a reasonable timeframe.

18. Client Warranties

- i. The Client represents and warrants that it owns or is licensee of the Source Material(s) and all components thereof, and that translation of the Source Material(s) and publication, distribution, sales or other use of the deliverable shall not infringe upon any copyright, trademark or patent, or other right of any third party.
- ii. The Client represents and warrants that Source Material(s) submitted to the website is/are of good quality and free of errors or spelling mistakes.
- iii. The Client warrants not to use any device, software or routine to interfere with the proper working of the website or which may have a contaminating or detrimental effect on the website.

1st APPLIED TRANSLATIONS makes no representations or warranties of any kind, except as set forth above. Without limiting the foregoing, the services are provided on an "as is" and "as available" basis and without any other warranties of any kind, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, or non-infringement of proprietary rights.

1st APPLIED TRANSLATIONS shall not be liable for any incidental, special or consequential damages or loss of any nature whatsoever, nor for any claim against the Client by any other person or entity, arising from or relating to services rendered by 1st APPLIED TRANSLATIONS regardless of the nature of the claim or the form of the cause of action, whether in contract or in tort, or otherwise, and even if 1st APPLIED TRANSLATIONS has been advised of the possibility of such damages by anything contained in related proposals and other documentation. 1st APPLIED TRANSLATIONS shall not be responsible for any loss or damage to, nor the return of, any Source Material(s). The maximum liability to the Client by 1st APPLIED TRANSLATIONS shall in all cases, other than those involving death or personal injury, be limited to the value of the Order.

In the event that the Client breaches this Agreement, 1st APPLIED TRANSLATIONS shall have the right to terminate immediately, whereupon the Client shall pay the full purchase price provided hereunder for the services completed and for all work in progress. In the event that 1st APPLIED TRANSLATIONS breaches this Agreement, the Client shall have the right to terminate whereupon 1st APPLIED TRANSLATIONS shall return to the Client all Source Material(s) and data supplied by the Client together with all Deliverables that exist as of the date of termination.

All right, title and interest in and to the Source Material(s) and, except as hereunder provided, the Deliverables, and any and all patent rights, copyright, know-how, and trade secrets therein are and remain the sole and exclusive property of the Client. Notwithstanding the above, the Client acknowledges that 1st APPLIED TRANSLATIONS is the sole and exclusive owner of all right, title, and interest in and to all:

- methodology, information, software, and databases used in translating the Source Material(s), and
- inventions, methodology, innovations, know-how, and databases developed by 1st APPLIED TRANSLATIONS in the course of translating the Source Material(s), including any and all patent rights, copyrights, know-how, and trade secrets therein. Provided that the Deliverables and copyright, know-how and trade secrets therein shall remain the property (but not the risk) of 1st APPLIED TRANSLATIONS until 1st APPLIED TRANSLATIONS shall have been paid in full for such Deliverables.

The nature of the work performed and any information transmitted to 1st APPLIED TRANSLATIONS by the Client shall be confidential. 1st APPLIED TRANSLATIONS shall not without the prior consent of the Client, divulge or otherwise disclose such information to any person other than authorized employees or authorized subcontractors of 1st APPLIED TRANSLATIONS whose job performance requires such acts. The provisions of this paragraph shall not apply to the extent 1st APPLIED TRANSLATIONS is required by law to divulge such information or to the extent such information is or becomes a matter of public knowledge other than by disclosure by 1st APPLIED TRANSLATIONS

The Client shall indemnify, defend, and hold harmless 1st APPLIED TRANSLATIONS its owners, directors, officers, employees, representatives, agents, successors and assigns from and against any and all losses, damages, costs and expenses, including reasonable legal fees, resulting from, arising out of or incidental to any suit, claim or demand based on (i) the performance of this Agreement by either party, (ii) the Client's breach of the covenants, representations and warranties made by it herein, (iii) the manufacture, advertisement, promotion, sale or distribution of any items by the Client, (iv) any taxes and duties, levies, tariffs, or like fees that may be imposed by any government or collective authority upon manufacture, advertisement, promotion, use, import, licensing or distribution of items by the Client, or (v) any claim that any element of the Deliverable infringes any copyright, trademark, patent, or other proprietary right.

All disclaimers, indemnities and exclusions in the Agreement shall survive termination for any reason.

If any part of these Terms and Conditions is held to be unlawful, invalid or unenforceable, that part shall be deemed severed and the validity and enforceability of the remaining Terms and Conditions shall not be affected.

1st APPLIED TRANSLATIONS may modify these Terms and Conditions at any time.

This Agreement is to be governed by and construed in accordance with English Law. Any disputes shall be subject to the exclusive jurisdiction of the English courts.

By using this website, you agree to be bound by our Terms and Conditions.