

SFERA Translation Services

TERMS & CONDITIONS

These terms and conditions apply to each request for a quote from SFERA Translation Services for the provision of translation or copyediting services to the provision of services following acceptance by the client of a quote from SFERA Translation Services, who shall agree on the following:

1. DEFINITIONS

Unless expressly stated otherwise, in this Agreement, the following words shall bear the following meaning:

- 1.1. "Services" shall refer to services referred to in section 3 of this Agreement;
- 1.2. "Party" shall refer to a service provider or client that requests translation or copyediting services from SFERA Translation Services (or on whose behalf those services are requested) as subsequently named in the Quote;
- 1.3. "Confidential Information" means any proprietary information, know-how and data disclosed in confidence by one party to the other party (and including in the case of the Client the Source Materials and the Deliverables), but does not include any information that (a) is in the public domain; (b) on receipt by the other party is already known by that party; (c) is at any time after the date of receipt by the other party, received in good faith by that party from a third party; (d) required by law to be disclosed by the other party;
- 1.4. "Contract" means a contract comprising an Accepted Quote and these terms and conditions;
- 1.5. "Intellectual Property" includes all copyright, trademarks, designs, patents, domain names, concepts, know-how, trade secrets, logos, and all other similar property and rights, whether registered or unregistered;
- 1.6. "Quote" means a quote issued by SFERA Translation Services to the Client;
- 1.7. "Services" means the services specified in the Quote;
- 1.8. "Source Materials" means the document/s submitted by the Client to SFERA Translation Services for translation or copyediting as identified in the Quote;
- 1.9. "Deliverables" means the final deliverables produced as a result of the Services.
- 1.10. "Business Day" means any day except Saturday, Sunday, or any holiday.

2. SERVICES

Each request for translation or copyediting services made to SFERA Translation Services and supply of Source Materials to SFERA Translation Services is made subject to the following terms and conditions:

- 2.1. No contract exists regarding any request for translation or copyediting or any Source Materials that may be submitted to SFERA Translation Services, unless or until there is an Accepted Quote. Once there is an Accepted Quote, a 'Contract' is formed between the Client and SFERA Translation Services regarding the Services described in that quote.
- 2.2. Subject to clause 2.2, SFERA Translation Services will issue a Quote after receiving from a client a request for translation or copyediting services made under the procedures used on the Website.
- 2.3. The word amount of the translation or copyediting may change due to the nature of the different languages, but this WILL NOT change the final cost of the Deliverables.
- 2.4. SFERA Translation Services reserves the right to decline to issue a Quote or to provide any translation or copyediting services if the Source Materials contain any material which SFERA Translation Services, at its discretion (and without any obligation on SFERA Translation Services to review the Source Materials for appropriateness, legality, or otherwise) considers to be offensive, obscene, contrary to any law or otherwise viewed by SFERA Translation Services to be inappropriate.

3. PROVISION OF SERVICES

- 3.1. Subject to receipt of all applicable amounts due from the Client, SFERA Translation Services will provide the Services as specified in the Accepted Quote and according to SFERA Translation Services' standard practices and procedures when the Quote was issued to the Client.
- 3.2. In the case of a translation service, SFERA Translation Services has no responsibility to review the quality of the Source Materials for typographical or any other errors and has no liability to check the Source Material for or to correct any errors or omissions contained in any Source Materials regardless of the nature of such errors or omissions and regardless of the impact that such errors or omissions may have on the quality of the Deliverables.
- 3.3 SFERA Translation Services will issue the Deliverables to the Client in accordance with SFERA Translation Services' standard practices and procedures applicable at the time or as otherwise specified in the Quote. SFERA Translation Services will use reasonable endeavors to issue the Deliverables on or before the agreed delivery date/time or where no specific delivery date/time is agreed within a reasonable time following receipt of the Accepted Quote; however, all delivery times provided by SFERA Translation Services are estimates and not guaranteed delivery times. Any order received by SFERA Translation Services after 5:00 p.m. Central Time on a particular Business Day will be deemed received on the next Business Day.

4. PAYMENT

- 4.1. Payment for the translation or copyediting services is due upfront. If SFERA

Translation Services fails to translate or copyedit the Client's document/s; the payment will be completely refunded.

4.2. Payment should be processed via Credit Card within net 30 days.

4.3. For all orders of 1,000 or less, the Client must make payment in full prior to SFERA

Translation Services provides its services, and SFERA Translation Services may withhold Deliverables until payment is made in full.

4.4. If the Client is a company placing an order of more than \$1,000 and wants to delay payment until after receiving the Deliverables, the Client should contact a representative of SFERA Translation Services to discuss the possibility of delayed payment terms. SFERA Translation Services may accept delayed payments subject to SFERA Translation Services' sole and absolute discretion based in part on the Client's creditworthiness.

4.5. After execution of the translation has begun, the purchaser may not cancel the agreement.

4.6. If the purchaser is not satisfied, the purchaser may contact SFERA Translation Services' manager to express any concerns, and refunds are at the discretion of SFERA Translation Services.

5. INTELLECTUAL PROPERTY

5.1. Nothing in this Contract transfers to SFERA Translation Services, ownership of any Intellectual Property in the Source Materials of the Deliverables.

5.2. All Intellectual Property in the processes, methodology, and know-how used by SFERA Translation Services, in its performance of a Contract are and will remain the property of SFERA Translation Services. Nothing in any Contract transfers to the Client any of SFERA Translation Services' Intellectual Property.

6. CONFIDENTIAL INFORMATION

6.1. The parties recognize and acknowledge the confidential nature of the Confidential Information.

6.2. Neither party may disclose any Confidential Information other than:

6.3. (a) to its directors, employees, contractors, or subcontractors to the extent necessary in the performance of the Contract;

6.4. (b) with the express prior written consent of the other party; or

6.5. (c) to its professional advisers.

7. MISCELLANEOUS

7.1. This Agreement shall enter into force with immediate effect and shall be valid until the complete fulfillment of contractual obligations.

7.2. Entire agreement: Each Contract constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of that Contract.

7.3. Amendments: Except as specifically provided, no amendments to a Contract will be effective unless it is in writing and signed by both parties.