

TranslateMedia

Terms & Conditions

These terms and conditions ("**Terms**") constitute a legally binding agreement between you ("**Client**") and TranslateMedia Limited, a company incorporated in England & Wales with number 5234377, the registered office of which is at 292 Vauxhall Bridge Road, London SW1V 1AE, United Kingdom (**TranslateMedia**) regarding access to and use the TranslateMedia.com website or any other website operated by TranslateMedia (**Website**) and its translation and any other services provided by TranslateMedia (**Services**).

These Terms, together with any Order (as defined below) that has been accepted by TranslateMedia, constitute the whole agreement between the parties, except where the parties have otherwise specifically agreed in writing.

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

TranslateMedia Limited is the data controller for the purpose of the UK Data Protection Act 1998. We may process the personal data we collect from you in accordance with our Privacy Policy, which can be viewed at www.translatemedia.com/privacy-policy.html. Please address any questions, comments and requests regarding our data processing practices to info@translatemedia.com.

For the purposes of these Terms, the following words and expressions shall bear the meanings shown:

Client Material(s) means any document or other materials, whether in the form of hard copies, faxes or electronic or other files that the Client transmits or otherwise provides to TranslateMedia, using the Website or other means of communication, that are intended to be the subject of Services hereunder.

Order means each order or formal request by the Client for the provision of Services.

Translation(s) means the Client Material(s) as translated by TranslateMedia into the language(s) specified by the Client.

References in these Terms to TranslateMedia shall, unless the context otherwise requires, be deemed to include subsidiaries of TranslateMedia, which contracts for itself and as agent for such subsidiaries for the purposes of these Terms.

1. The charge for Translation(s) is based on word-count, language(s) or language combinations, industry field, response time, whether the Client also requests a proof reading and/or other service requested. The word-count shall be determined by TranslateMedia, and such determination shall be final and non-negotiable.
2. All prices and rates quoted are subject to change without notice prior to formal acceptance by TranslateMedia of any Order. TranslateMedia reserves the right to charge for additional Services requested by the Client after an Order has been accepted.
3. It is the responsibility of the Client to select the appropriate Standard, Premium or other service level for the translation of the Client Material(s). TranslateMedia will not accept any responsibility if the service selected does not meet the specific requirements of the Client. In particular, it is understood that Translation(s) produced using the Standard service level may not be suitable for any purpose other than as the Client's internal information. TranslateMedia cannot be held responsible for mistakes or misspelling in such Translation(s).
4. The Translation(s) will remain accessible for download by the Client from the Website for a period of three months after completion unless otherwise agreed.
5. It is understood that Translation(s) will not form the substance of any legal agreement without prior review by a competent professional in the country of intended use. TranslateMedia will not be liable to correct any errors or omissions that were inherent in the original Client Material(s) and which may or may not affect the quality of the Translation(s).
6. TranslateMedia reserves the right to refuse to translate any Client Material(s) that is/are of an offensive nature, defamatory, obscene, in breach of any statutory or regulatory obligation, or is/are otherwise considered inappropriate by TranslateMedia, in its sole discretion.
7. If the Client and TranslateMedia agree that Services can be provided on account, then the following terms shall be applicable:
 - (a) the first named person on the account is the authorized user, who has authority to add/remove users to the account;
 - (b) additional users can be added to one account by means of the authorized user notifying TranslateMedia, and such additional users shall have access to the Website and use of the Services. It is the responsibility of the Client to nominate and remove users, TranslateMedia accepts no liability in relation to user access to the account; and
 - (c) payment can be via multiple credit cards or by purchase order. TranslateMedia will need to approve the purchase order prior to any Order being commenced and the Client agrees that TranslateMedia may conduct credit card verification checks before accepting a purchase order.
8. When responding to the Client's request for a Translation, TranslateMedia will provide a quote, estimate or fee rate to the Client, or otherwise refer to the basis of charges previously agreed with or notified to the Client. By accepting the quote, estimate or fee rate, the Client accepts these Terms and authorizes TranslateMedia to proceed with translation of the Client Material(s).
9. If the Client fails to pay TranslateMedia any sum when due pursuant to these Terms, the Order or otherwise, TranslateMedia reserves the right to cancel any discount previously agreed with or offered to the Client. Also, the Client will be liable to pay interest to TranslateMedia on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. TranslateMedia reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 or under laws or regulations applicable in the country where the Client is located. If any such sum remains unpaid on the due date, all other outstanding sums payable by the Client shall become due and payable immediately.
10. Times for expected receipt of the Translation(s) are displayed at the time of order. TranslateMedia will use reasonable endeavours to meet these deadlines but does not accept liability for any delay in delivery. TranslateMedia 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 specified delivery date.

11. Unless otherwise agreed by TranslateMedia, payment is due at the date of order or, if later, on the date of invoice, unless an account using an approved purchase order system has been established in which case, payment is due 30 days from the date of invoice. Accounts will normally be invoiced monthly. In the case of such accounts, TranslateMedia will only accept Orders from authorized account users and TranslateMedia reserves the right, but shall not be required, to validate any Order prior to any work commencing. TranslateMedia reserves the right to decline any Order or to cancel any Order prior to delivery, irrespective of whether the Client is an individual or account user. Accounts using an approved purchase order system will be invoiced at the end of each calendar month for all Orders completed in the month, or at such other intervals as TranslateMedia may in its sole discretion decide.

12. Payment must be in the currency stated in the relevant invoice.

13. The Client has 5 working days from receipt of the final Translation(s) to inform TranslateMedia of any errors or omissions contained in the Translation(s). TranslateMedia will make the necessary corrections free of charge and within a period which shall equal the period stated for the original Order.

14. TranslateMedia warranties

TranslateMedia warrants that Translation(s) will meet reasonable commercial standards for translation by a bilingual translator with reasonable skill in translating the concepts and terminology of industry-specific text with, if such Service forms part of the Order, a proof-reading by a second translator.

15. Limitations on liability

The following provisions set out the entire financial liability of either party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other party in respect of:

(a) any breach of these Terms; and

(b) any representation, statement or tortious act or omission (including without limitation negligence) arising under or in connection with these Terms or the Services.

16. Except as expressly and specifically provided in these terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

17. Nothing in these Terms excludes the liability of either party for death or personal injury caused by such party's negligence or for fraud or fraudulent misrepresentation.

18. Neither party shall be liable for loss of profits.

19. Neither party shall be liable for loss of business.

20. Neither party shall be liable for depletion of goodwill or similar losses.

21. Neither party shall be liable for loss of anticipated savings.

22. Neither party shall be liable for loss or corruption of data or information.

23. Neither party shall be liable for any special loss.

24. Neither party shall be liable for any indirect loss.

25. Neither party shall be liable for any consequential loss.

26. Neither party shall be liable for any pure economic loss, costs, damages, charges or expenses.

27. Each party's total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services or these Terms shall be limited to an amount equal to the amount actually paid by the Client to TranslateMedia pursuant to the Order in respect of which the claim arose.

28. Client warranties

A The Client represents and warrants that it owns or is licensee of or is otherwise lawfully entitled to possess, use, reproduce and translate the Client Material(s) and all components thereof, and that translation of the Client Material(s) and publication, distribution, sales or other use of the Translation(s) shall not infringe upon any copyright, trademark, patent or other right of any third party.

B The Client represents, warrants and undertakes that Client Material(s) provided to TranslateMedia is/are of good quality and free of errors or spelling mistakes.

C The Client undertakes 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.

29. In the event that the Client breaches these Terms, TranslateMedia 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 TranslateMedia breaches these Terms, the Client shall have the right to terminate whereupon TranslateMedia shall return to the Client all Client Material(s) and data supplied by the Client together with all Translation(s) that exist as of the date of termination.

30. All right, title and interest in and to the Client Material(s) and, except as hereunder provided, the Translation(s), and any and all copyright, know-how, and trade secrets therein are and shall remain the sole and exclusive property of the Client **provided that** the Translation(s) and copyright, know-how and trade secrets therein shall remain the property (but not the risk) of TranslateMedia until TranslateMedia shall have been paid in full for such Translation(s).

31. The Client agrees and acknowledges that TranslateMedia is the sole and exclusive owner of all right, title, and interest in and to all:

(a) methodology, information, software and databases used in relation to the Website and in providing the Services, including in translating the Client Material(s), and

- (b) inventions, methodology, innovations, know-how, and databases developed by TranslateMedia in the course of translating the Client Material(s), including any and all patent rights, copyrights, know-how, and trade secrets therein, unless and to the extent otherwise agreed in writing between TranslateMedia and the Client.
32. The nature of the work performed and any information transmitted to TranslateMedia by the Client shall be confidential. TranslateMedia shall not without the prior consent of the Client, divulge or otherwise disclose such information to any person other than authorized employees or sub-contractors of TranslateMedia and shall procure that persons are themselves bound by equivalent confidentiality obligations. The provisions of this clause shall not apply to the extent TranslateMedia is required by law, regulation or court order to divulge such information or to the extent such information is or becomes a matter of public knowledge other than by disclosure by TranslateMedia.
33. TranslateMedia may use software technologies (**Translation Technologies**) with a view to improving its services to its clients and making those services more cost-effective. TranslateMedia may use existing translations to "train" the Translation Technologies so that they may perform their functions more effectively. Without prejudice to TranslateMedia's obligations under clause 32 above, the Client hereby agrees that TranslateMedia shall be permitted to use the Client's Translations to "train" the Translation Technologies.
34. The Client shall indemnify, defend and hold harmless TranslateMedia, 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 claim, action or demand based on (i) the performance of these Terms 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 regulatory authority upon manufacture, advertisement, promotion, use, import, licensing or distribution of items by the Client, or (v) any claim that any element of the Translation(s) infringes any copyright, trademark, patent or other proprietary right.
35. TranslateMedia may terminate the rights of the Client under these Terms or under any other agreement between TranslateMedia and the Client without cause at any time and with immediate effect.
36. Neither of the parties to these Terms may assign any of their rights or obligations hereunder. No provision of these Terms or any Order is intended to be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, except that TranslateMedia shall be entitled to assign its rights under these Terms to any of its subsidiaries.
37. TranslateMedia shall have no liability to the Client or be deemed in breach of these Terms or any Order by reason of any delay due to any cause beyond TranslateMedia's reasonable control.
38. All disclaimers, indemnities, exclusions, limitations and confidentiality obligations in these Terms shall survive termination for any reason.
39. If any part of these Terms is held to be unlawful, invalid or unenforceable, that part shall be deemed severed and the validity and enforceability of the remaining provisions of these Terms shall not be affected.
40. TranslateMedia may modify these Terms at any time and such modification shall take effect from the date that the amended Terms are available for viewing on the Website or are otherwise communicated.
41. These Terms and any Order are to be governed by and construed in accordance with English law. The Client and TranslateMedia hereby submit to the non-exclusive jurisdiction of the English courts.

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