

Terms and conditions of use

Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their terms and conditions), and Transtolang LTD, the owner and operator of this Website.

Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by Transtolang LTD and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Transtolang LTD and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of Transtolang LTD, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission
2. You may, for your own personal, non-commercial use only, do the following:
 - a. retrieve, display and view the Content on a computer screen
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Transtolang LTD.
4. You acknowledge that you are responsible for any Content you may submit via the Website, including the legality, reliability, appropriateness, originality and copyright of any such Content. You may not upload to, distribute or otherwise publish through the Website any Content that (i) is confidential, proprietary, false, fraudulent, libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not

use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial Content onto the Website.

5. You represent and warrant that you own or otherwise control all the rights to the Content you post; that the Content is accurate; that use of the Content you supply does not violate any provision of these terms and conditions and will not cause injury to any person; and that you will indemnify Transtolang LTD for all claims resulting from Content you supply.

Prohibited use

6. You may not use the Website for any of the following purposes:

- a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
- b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

Privacy Policy and Cookies Policy

7. Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference and available to view on our Website.

Availability of the Website and disclaimers

8. Any online facilities, tools, services or information that Transtolang LTD makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of the information, compatibility and satisfactory quality. Transtolang LTD is under no obligation to update information on the Website.

9. Whilst Transtolang LTD uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard, and all Users take responsibility for their security, that of their personal details and their computers.

10. Transtolang LTD accepts no liability for any disruption or non-availability of the Website.

11. Transtolang LTD reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of liability

12. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our

or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your obligations in any way that is not permitted under applicable law.

13. To the extent that the Website and Content are provided free of charge, we will not be liable to you for any loss or damage of any kind. To the extent that services are provided for charge, our liability will be limited to 100% of the fees paid.

14. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

15. To the maximum extent permitted by law, Transtolang LTD accepts no liability for any of the following:

- a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- b. loss or corruption of any data, database or software;
- c. any special, indirect or consequential loss or damage.

Translation Service Terms

16. Technical documents shall be accompanied by reference documents supplied by you the client and/or drawings or diagrams that provide a better understanding of such documents.

17. The cost of a translation shall be calculated using a count of words in the source language by an algorithm which is implemented into the Website.

18. In the event that you, a user or client cancels an order, all work already effected shall be charged at 100%, while work which is suspended shall be charged at 50% of the fee quoted.

19. Unless otherwise specified, all invoices will be paid within the online payment platform.

20. Transtolang LTD shall not be held liable for any reason whatsoever for translations which are not stylistically satisfactory. Particularly for advertising and promotional material, the services of Transtolang LTD shall be limited to simple non-certified translation. Transtolang LTD shall not be liable for drafting the translated text in, for example, an advertising style that is different from the source text.

21. Complaints shall only be taken into consideration if received by registered mail with return receipt within seven days of delivery of the job(s) or part of the job(s). All complaints must be accompanied by the original documents, disputed translations, and a letter of explanation. Once the above time period has elapsed, the translation shall be considered correct.

22. In the event of an unsatisfied client where a complaint is made within the established deadlines, Transtolang LTD agrees, at its own expense, to deliver an edited version of the disputed translation within the agreed amount of time. This second document shall be used to judge the quality of the translation in order to establish the amount of reimbursement, at Transtolang LTD own discretion.

23. Transtolang LTD shall not be held liable for any delays caused by malfunctioning faxes, modems, email and/or other mail or carriers, not directly controlled by Transtolang LTD.

24. Transtolang LTD and/or related supplier do not acknowledge any guarantee or provide any warranty as to the service's suitability or fitness for a particular purpose.

25. Lead times for any translation services requested are estimates only and may be subject to change.

General

26. Payments will be taken on the Website via our payment provider (currently Stripe but this may be changed without notice) and you agree by making payment that you agree with the terms of the payment provider in taking your payment.

27. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

28. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

29. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

30. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions, and no third party will have any right to enforce or rely on any provision of these terms and conditions.

31. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

32. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

33. This agreement shall be governed by and interpreted according to the law of England and Wales, and all disputes arising under the agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Transtolang LTD details

34. Transtolang LTD is a company incorporated in England and Wales with registered number 12779073 whose registered address is Elizabeth House, 13-19 London Rd, Newbury RG14 1JL and it operates the Website www.transtolang.com. You can contact Transtolang LTD by via contact button on the website.