

# TERMS AND CONDITIONS

## 1. CONFIDENTIALITY AND PRIVACY

**WRITE EYE Integrated Language Services, Inc.** (also known as **WRITE EYE** or **W.E.<sup>SM</sup>**) is committed to protecting your Privacy, and, as such, will keep the content of all translations, communications and all form of interaction between **WRITE EYE Integrated Language Services, Inc.** and its clients strictly confidential. **WRITE EYE** Integrated Language Services, Inc. will not disclose, discuss, evaluate, distribute or reproduce any material included in our services by its clients.

For any work performed that is in or of the public domain, **WRITE EYE Integrated Language Services, Inc.** may not be restricted by this policy if legally compelled.

This web site may at times contain links to other sites that are outside of the control of **WRITE EYE Integrated Language Services, Inc.** These sites may have their own policies regarding privacy; we encourage you to get acquainted with their Privacy Policy as well. By using this web site and any link to other sites within our web site network or our Services, you unconditionally agree to be bound by this Privacy Policy.

## 2. LOGO and SERVICE MARK

All Service Marks, trade names of **WRITE EYE Integrated Language Services, Inc.** and the **WRITE EYE** company logo **W.E.<sup>SM</sup>** used herein are trademarks or registered Service Marks of **WRITE EYE Integrated Language Services, Inc.** You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify **WRITE EYE Integrated Language Services, Inc.** Service Marks in any way, including in advertisement or publicity pertaining to distribution of materials on the site, without **WRITE EYE Integrated Language Services, Inc.** prior written consent. The names of other companies and products mentioned herein may be the trademarks of their respective owners. Unless stated to the contrary, no association with any other company or product is intended or should be inferred.

## 3. TERMS OF SERVICE

Services rendered by **WRITE EYE Integrated Language Services, Inc.** will be confirmed by contract or Purchase Order (PO); there will be no verbal agreements. Quotations are not binding on us and a Contract or PO will only come into being when we issue a written confirmation, and signed by the client. The Contract or PO will be subject to the Terms and Conditions herein, including those specific in sections 1 through 9. Any variation of the Contract or PO must be confirmed in writing. Our written quotations are given on the basis of your description of the source material, the purpose of the translation, documentation service, interpretation service or any other of the services provided by **WRITE EYE Integrated Language Services, Inc.** and any other instructions.

Such quotations may be amended at any time if, in our opinion, the description of the source materials is materially inadequate or inaccurate. These Terms and Conditions apply to all Services provided to you unless otherwise agreed to between the parties in writing.

#### 4. PRICING AND PAYMENT METHOD

Unless otherwise stated, prices for services rendered by **WRITE EYE Integrated Language Services, Inc.** are in US dollars and are exclusive of value added tax and any other tax or duty. Quotations in a currency other than US dollars are based on the rate of exchange at the time of quoting and, unless otherwise stated, the price may be subject to revision up or down if any different rate of exchange is ruling at the date of invoice.

New clients and/or large orders may require a guarantee in the form of fifty percent (50%) of the estimated fee in advance due by *Paypal*, wire transfer, or other means of payment agreed upon in the written and signed contract, before work begins. The remainder of the fees and costs will be due and payable with 5 days of completion of services rendered by **WRITE EYE Integrated Language Services, Inc.** on receipt of a valid invoice and / or as agreed to in the Contract or the PO.

Payments for 'Rush' service requests are due and payable within 5 days. *All payments shall be made without deduction or set-off of bank charges.*

In the event that payment has not been received, then an administration charge of \$100.00 will be applied after 60 days and a further 10% after 90 days. Failure to pay any invoice in accordance with the foregoing Terms, or other Terms specified in the Contract or PO, shall entitle us to suspend further work both on the same order, and on any other order from you, without prejudice to any other right we may have. We reserve the right to charge interest on overdue accounts; if decided, the balance of all past due accounts will accrue interest at the rate of the then-current lawful maximum rate and the customer shall further be liable for all costs, including attorney's fees, incurred by **WRITE EYE Integrated Language Services, Inc.** in collecting overdue payments. We shall invoice you for all appropriate taxes and expenses for which we are liable to collect. You, the client, shall be liable to pay any penalties or interest on such taxes which are payable by us as a result of your delay in paying such taxes.

Where credit arrangements have been agreed upon between **WRITE EYE Integrated Language Services, Inc.** and its customer, the customer will make payments to **WRITE EYE Integrated Language Services, Inc.** for all agreed services on receipt of a valid invoice and / or as agreed to in the Contract or the PO.

**WRITE EYE Integrated Language Services, Inc.** at its sole discretion, on occasions, may also accept bartering in the equivalent of service(s) cost and fees, as an alternate payment method for services rendered.

Price estimates are valid for 30 days after the issue date and they are subject to the stated conditions. Discounts included on quoted prices are only applicable if invoices are paid within the agreed date in the written and signed Contract of PO. At its sole discretion, **WRITE EYE Integrated Language Services, Inc.** may extend the estimate valid until/for days.

Contact **WRITE EYE Integrated Language Services, Inc.** for more information or, to discuss a different payment arrangement; non-standard payment terms and third-party billing arrangement must be agreed to in writing before work begins.

## 5. TRANSLATED WORKS SHALL BE \*LIMITED AS FOLLOWS:

**WRITE EYE Integrated Language Services, Inc.** shall not be liable for loss of profits, business, contracts, revenue, damage to your reputation or goodwill, anticipated savings, and or any other indirect or consequential loss or damage whatsoever. Our entire liability to you under any Contract including but not limited to in respect of the *Services* and the *Translated or L&P-related, or Documentation-related Works* herein shall not exceed the price payable to us by you under the Contract to which any claim relates. You must notify us within 30 days of delivery of the *Translated or L&P-related or Documentation-related Works*, of any claim arising out of the provision of the *Services* and /or the *Translated Works*, together with full details of any claim. In any event, we shall not be liable to you if you fail to notify us of any claim within a reasonable time of delivery, but no later than 30 days of delivery of the *Translated or L&P-related or Documentation-related Works*.

Changes to the Source Material(s) by client following acceptance of the proposal agreed upon may affect the quoted price, and will be billed accordingly. All modifications or additions to the Source Materials (including modifications or additions to the work or document, after it has been deemed as final version), will be submitted to **WRITE EYE Integrated Language Services, Inc.**, clearly indicating changes and where they occur in relation to the previously submitted copy. Pricing and scheduling for incorporation of Source Material modifications, or additions into the target language translation(s) in progress, are determined based on extent and implication of changes and percentage of work already completed. Client will be advised by **WRITE EYE Integrated Language Services, Inc.** of the estimate of additional charges, before the changes or additions are incorporated into the Source Material (including modifications or additions to the work or document, after it has been deemed as final version).

**WRITE EYE Integrated Language Services, Inc.** will correct the following errors free of charge: Outright mistranslation, omission, typo, grammatical mistake, non- adherence to any approved glossary. The sole obligation with respect to errors is to correct the Deliverable at no cost to Client.

Pricing(per standard industry fees, with a discretionary option on behalf of **W.E.**<sup>SM</sup> for a reduced rate) is based on a 'best estimate', based on the projected time required, the estimated number of target language words and the required delivery specifications. Also refer to Sections 4, 6 and 7 of the Terms and Conditions herein. *\*Other limitations may apply, but must always be discussed with the Client, and duly agreed upon in writing.*

## 6. YOUR \*RESPONSIBILITY AND LIABILITY

You warrant, represent and undertake that the materials you submit to **WRITE EYE Integrated Language Services, Inc.** shall not contain anything of an obscene, blasphemous or libelous nature and shall not (directly or indirectly) infringe the Intellectual Property Rights of any third parties.

**Delivery On-Site:** In the event you require us to provide the Services on your premises, or any other premises designated by you, you shall:

- Assign members of staff with suitable skill and experience to be responsible for our activities.

- Provide such access to premises, interpretation systems and other facilities that may be reasonably required by us.
- Provide such information as may be required by us to carry out the Services, and ensure all such information is correct and accurate.
- Ensure that all necessary safety and security precautions are in place at your premises. We shall be entitled to charge you for any additional costs and expenses in which we may incur, as a result of any hazardous conditions or material encountered at your premises.
- If travel is required, cover costs of travel fees, including, but not limited to airfares, meals, lodging during duration of services provided, rental and/or transportation fees, tolls, gasoline, per diems, etc.
- We shall not be obligated to continue to perform the Services where we consider, at our sole discretion, this would constitute a breach of warranty given by you in this clause, an illegal act or a safety hazard.
- Due to the commitment of the resource(s) on the agreed/planned dates, in the event of a cancellation of any portion of on-site services, including interpretation, 72 and 24 hours before the event, the client agrees to pay **WRITE EYE Integrated Language Services, Inc.** 50% of the estimated cost; for a less than 24-hour notice, the client agrees to pay 100% of the estimated cost.
- **WRITE EYE Integrated Language Services, Inc.** cannot remit on-site fees or be liable for damages due to circumstances beyond our reasonable control such as, but not limited to, fire, theft, strike, terrorism, delay of aircraft or freight, illness, equipment, malfunction or a natural disaster.

*\*Other responsibilities and liabilities may apply, but must always be discussed with the Client and duly agreed upon in writing.*

## 7. SATISFACTION GUARANTEE

If a client is dissatisfied with the services provided by **WRITE EYE Integrated Language Services, Inc.**, we will refund the purchase price in whole or in part, based on the customer's evaluation of our service. A report, stating the reason for client dissatisfaction, must be completed so that **WRITE EYE Integrated Language Services, Inc.** can issue a service failure review, a copy of which will be provided to the customer.

## 8. ACCESS TO THIS SITE

**WRITE EYE Integrated Language Services, Inc.** is providing access to this Web site and its contents on an "as is" basis and makes no representations or warranties of any kind, with respect to this site or the services featured, except as specifically agreed. **WRITE EYE Integrated Language Services, Inc.** disclaims all other representations and warranties, including the warranties of merchantability and fitness for any particular purpose.

**WRITE EYE Integrated Language Services, Inc.** shall not be liable for any compensatory, indirect or consequential damages, loss of data, income or profit, loss of or damage to property or claims of third parties, arising out of or in connection with access to or use of any data on this site.

## 9. SERVICE AGREEMENT

These Terms and Conditions constitute a legally binding agreement between the Client and **WRITE EYE Integrated Language Services, Inc.** regarding services rendered or to be rendered. In the event of conflict with any communication, services, contracts, or agreements, these Terms and Conditions will control. Submission of Source Materials (as defined in the written and duly signed Service Contract/Purchase Order), constitutes acceptance of all these Terms and Conditions.

### Questions and Suggestions

If you have questions, suggestions, or wish to make a complaint, please contact us at:

**WRITE EYE Integrated Language Services, Inc.**

P.O. Box 14

Aguas Buenas, Puerto Rico 00703