

321-TRANSLATE Terms & Conditions

1. General Provisions

1. These are our Standard Terms and Conditions which apply to our service provision and purchases including, but not limited to, online and offline services.

Our registered office is: Rissenkamp 70, 58739, Wickede (Ruhr), Germany

Email: info@321-translate.com

Our VAT registration number is DE 310367822

In submitting a text for translation, requesting an interpreter or submitting any other Work to be carried out by the Company, the Client enters into a binding agreement with this Company covered by the following terms and conditions:

2. The objective hereof is the provision of services associated with the scope of business of the Contractor, i.e. mainly translating and interpreting activities or related services (hereinafter also as "Services").
3. These TERMS form an integral part of any contract or a contractual relationship (even if such contract is not formally signed) between the Client and the Contractor and they are binding on both Contracting Parties.
4. A contract on provision of translation services (general contract or contract concerning a particular translation, proofreading, and localization or interpreting services) may be concluded in writing. In case of conflict, the provisions of such written contract shall prevail over the provisions hereof.
5. A contractual relationship between the Contractor and the Client may be established even without concluding a written contract based on a written order (usually placed by email) which was sent or otherwise delivered to the Contractor and accepted by the Contractor in writing. Such an order shall be binding on both Contracting Parties.
6. A written order, hereinafter referred to as "Order", is such an order that contains all following requisites (see point 1.7 listed below) and that has been delivered to the address of the Contractor by regular mail or e-mail.
7. The order shall contain the following data (unless communicated to the Contractor in another manner):
 - the exact correspondence address of the Contractor and also an invoice address if it is different from mailing address, including a Registration no. and a Tax Registration no.;
 - the contact details of the ordering person;
 - the specification of Service (translation, proofreading or interpreting services), including a price approved by both parties (if the price has not been agreed, the Client shall be paid the usual price);

- the delivery date of translation or date of provision of the Service approved by both parties;
- the purpose of the required translation (especially in case of texts intended for public presentation or publication) or kind of interpreting;
- other requirements concerning text editing (required types of checking and proofreading);
- the requirements concerning graphic layout of the text or document format;
- the contact person that can be consulted for technical terminology and abbreviations;
- a stamp and signature (normally not required for orders delivered by email; however, the Contractor shall have the right to ask subsequently for a printed order bearing the stamp and signature of the Client, while such a subsequent requirement shall not affect already confirmed electronic orders).

An acceptance of a valid price quotation delivered by the Client in writing (usually electronically) to the Contractor shall also be considered a binding written order based on which a contractual relationship shall arise between the Client and the Customer upon the acceptance of such order by the Contractor. Should a response to the price quotation include any amendment or deviation which does not change the conditions of the price quotation substantially, such a response shall be considered the acceptance of the quotation (unless the Contractor rejects such acceptance without undue delay). The Contractor may exclude the acceptance of a price quotation with amendments or deviations in advance in the price quotation or in other similar manner.

8. The Contractor and the Client shall treat all information and documents provided by the other party as confidential, and they shall not disclose them to any unauthorized person. The Contractor's authorized persons shall be, in addition to in-house employees, translators, proofreaders, graphic designers, interpreters or other external workers who have concluded a Non-Disclosure Agreement with the Contractor. Should any of the Contracting Parties disclose or use the confidential information without authorization, it shall make restitution to the other party of everything it has received at the expense of the party in breach. In addition to the above and subject to these general conditions the injured party shall be entitled to claim damages caused to it by the unauthorized use of the confidential information.
9. The Client shall have the right to receive a non-binding and free of charge price quotation and a time schedule based on its inquiry sent to the Contractor.
10. The Contractor shall not be liable for any possible consequences arising from breach of copyrights that is caused due to the Client.

2. Translations

1. Definition of terms

- **Translation** – set of processes to render source language content into target language content in written form
- **Interpreting** – render spoken or signed information from one language to another language in oral or signed form
- **Source language** – language of the source language content
- **Source text** – content in written form to be translated
- **Source word** – a word of the language content to be translated
- **Target language** – language into which source language content is to be translated
- **Target text** – content in written form, which is translated into the target language
- **Target word** – a word of the language content, which is translated into the target language
- **Certified translation** (or also authenticated, official, judicial or containing a judicial clause) – translation made in accordance with Act no. 36/1967 Coll., on experts and interpreters, by a translator ("interpreter" in the terms of law) appointed by a competent regional court. A certified translation is inseparably attached to the original or certified copy of the original of the translated document and therefore it must be in paper form, not electronically. The Client must provide an original or certified copy of the translated document. Certification of copies is done by notaries public and municipal authorities.
- **Apostille** – a document that is attached to the certified document and that serves as a confirmation of authenticity and validity of the document. It is so-called higher certification of document – legalization (authentication of official stamps and official signatures) for its use abroad. If a certified translation is to be authenticated (by Apostille), registration of the sworn translator must be verified.
- **Check (by the translator)** – examination of target language content carried out by the translator. In accordance with the ISO 17100 Standard is called "check".
- **Revision (bilingual editing)** - Former "Basic language proofreading". Bilingual examination of target language content against source language content for its suitability for the agreed purpose. Verification of the general quality of translation, rectification of grammatical mistakes, check of integrity and graphic layout.
It is performed by a reviser, who has to have same competencies and qualifications as the translator. In the case revision isn't ordered, the translation is not in accordance with the ISO 17100 Standard.

- **Review (expert monolingual editing)** – Monolingual examination of target language content for its suitability for the agreed purpose. Verification of use of technical terms connected with the appropriate technical field and consistency of used terms in accordance with a provided or created glossary of terms, referential texts or otherwise. In accordance with the ISO 17100 Standard is called “review” (monolingual editing).
- **Review (stylistic monolingual editing)** - Monolingual examination of target language content for its suitability for the agreed purpose.
Rectification of style (e.g. word order in sentences or order of entire sentences, comprehensibility and readability regarding the given purpose, target country and target reader). In accordance with the ISO 17100 Standard is called “review”.
Expert and stylistic monolingual editing of the target content (see above) can be performed in one procedure. ISO 17100 Standard “review”.
- **Proofreading** – examination of the revised target language content and applying corrections before printing/publishing. Verification of target language content for its suitability for the agreed purpose, domain and respecting of text-type convention.
Elimination of typographical errors (after processing in a DTP studio, after transfer to HTML format, etc.), e.g. wrong splitting of words at the end of lines, shift of pictures or texts, completeness of texts, diacritical marks. In accordance with the ISO 17100 Standard is called “proofreading”.
- **Verification** - Process, in which project manager confirms that specifications have been fulfilled (before delivery to the client). The Contractor checks for example, if relevant proofreading has been ordered in connection with purpose of the text, if the proofreading was performed and if the proof-reader’s comments have been considered and implemented in the text. A complex control of completeness of the text and graphics and a random check of translation quality are made.
- **DTP/Graphic adaptation** – graphic modification of texts, graphs and images in the required form in a relevant graphic editor.
- **Computer-aided translation/CAT** – Part of translation workflow in which a variety of software applications are used to support the task of human translation.
- **Post-edit** – Edit and correct machine translation output.
- **Translation quality levels** – PRO, STANDARD
321-TRANSLATE offers its clients the following quality levels which may be selected depending on the final purpose of a translation:
 - **PRO** - Translations undergo all procedures necessary for the purpose of “public presentation or printed materials”. These are usually marketing or commercial

texts. Both stylistic/expert monolingual editing are performed. Localization is also included.

- **STANDARD** - Translations undergo revision (bilingual editing) with an accent on correctness of professional terminology and grammar. These are usually contracts or working technical documents. Texts are intended “for usual business and internal purposes”.
- **Minor Error** - Inaccuracy that may slightly change the original meaning. A minor error that will not misguide anybody, but will be noticeable. A minor error in formatting (e.g. interchange of bold letters and italics). Improper style that will not affect the meaning. A minor grammatical or syntactic error that will only slightly break rules. A minor typing error that will not change a meaning.
- **Major Error** - An error that may confuse or misguide a user, e.g. change of meaning, inaccuracy, language mistake or serious omission. An error in visible parts of a document or software (header, headline, chapter name, help). Failure to include a serious comment. A considerable grammatical or syntactic error.
- **Critical Error** - An evident and extraordinary error which has major effect on the entire text – e.g. errors on a front page or in a table of content. An error that can cause failure of an application or will affect functioning of software. A fatal error that may have legal, safety, health or financial consequences. An offending or abusive error. Please carefully distinguish the cases falling within the Critical Error category.
- **One standardized page (1 SP)** - 30 lines of 60 keystrokes, i.e. 1800 characters including one space after each word.
- **One normal A4 format page** – contains variable number of standard pages depending on the font and size of letters. It may consist of 0.5 standardized pages, but also of 6 and more standardized pages if small fonts are used.
- **Normal deadline for translation** – 1500 source words translated during one working day by one translator. The day of receipt of basic documents by the Contractor is not included in the number of working days. The deadline for translation of bigger projects within shorter period of time depends on number of translators that can be used at the same time by the Contractor to do the project.
- **Office hours for acceptance of orders are from 8 am to 5 pm Central European Time (UTC + 1 hour) on working days, i.e. from Monday to Friday, unless otherwise agreed.**

2. General Provisions

1. The Contractor shall charge the Client a basic rate and determine a normal deadline provided that the source text is a general, comprehensive, legible text provided in standard format without any special graphic adaptations required, and in normal scope. If the text and its format are more graphically

demanding (e.g. PDF) or more voluminous (more than 1500 source words per one working day and one translator), the Contractor shall have the right to ask for a longer deadline or invoice an extra charge. If the Contractor receives the source text from the Client before the translation work is started, the Contractor shall inform the Client about the text's higher degree of difficulty and to agree on appropriate conditions (longer deadline, price for graphic adaptations, etc.). If the entire text is not available to the Contractor before the translation work starts and higher difficulty of the text arises only during the translation work, the Contractor shall have the right to ask for extension of the deadline or an extra charge during the translation work.

2. The Client acknowledges that the ownership of the translation passes on him only after the full price for ordered and completed service is paid.

3. In case that the translation concerns an author's text within the meaning of Act on authors, i.e. the text is an author's work created by adaptation of another work, including its translation in another language, provisions of Act on authors (Act no. 121/2000 Coll.) shall apply to the Contracting Parties.

3. Acceptance and Delivery of Work

0. The Contractor shall confirm receipt of the inquiry or order immediately on its receipt in the nearest possible term within its office hours. If the inquiry or order is received at the end of office hours or later, the Contractor may send the confirmation on the following working day.

1. The Client shall take over the ordered work on the agreed date and in the way stated in the order or in the written contract, or in the usual manner. The usual manner of delivery shall be by sending by email.

2. The Client shall confirm receipt of the work to the Contractor immediately on its receipt.

3. If the Client does not confirm receipt of the work and does not request it within 24 hours, the Contractor shall consider the Client to have received the work in a proper and timely manner.

4. If the Contractor receives a reminder for the work, it shall send the work immediately on receipt of the reminder.

5. If the Client requests delivery of the work performed by the Contractor and the Contractor can prove that it was sent on time and in an agreed (or usual – see Clause 2.3.2) way, this shall not be considered a late delivery.

6. If the Client refuses to take over the duly made work without any serious reason acknowledged by the two Parties, the work is considered as delivered. The Contractor shall have the right to make an invoice and the Client shall pay it.

4. Rights and Obligations

0. The Client shall communicate to the Contractor the purpose for translation services. This concerns especially a public presentation or publication of the resulting translation (in the form of printing or publishing on the Web) or its legal use (e.g. use of a contract for a legal action) or other use that requires relevant proofreading and also use within the meaning of the Act on Authors.

0. If the Contractor is not given this purpose, the Contractor considers that the translation is intended for a general purpose and any later claims shall not be accepted for the reasons concerning the purpose of use of the translation. If the Client intends to use the translation for publication or for any other than general purpose (see point 5.1.1), the order must specify relevant proofreading. See “proofreading” in point - Meaning of Terms.

1. If the source text for translation contains any technical terms, special company terminology, uncommon abbreviations etc., the Client shall provide the Contractor with a list of relevant terms in the appropriate language, background documentation containing agreed terminology (referential texts) or ensure the possibility for the Contractor to consult the terminology with a concrete appointed employee of the Client. If this is not the case, the Contractor shall apply general terminology used in similar texts and no later claims concerning terminology shall be considered.

2. The Client shall inform the Contractor if it requires any graphic adaptation of the document and specify the details. The same shall apply also to the format of a target document, providing that it should be different than the source text.

3. If the Contractor is not informed about the necessity to make graphic adaptations or about a specific format of a target document, no claims connected with such layout of the document shall be considered.

4. The Client shall inform the Contractor about all circumstances that could have any impact on payment for the work. The Client shall inform the Contractor if there is any decision on declaration of bankruptcy of the Client or if the Client is in liquidation.

5. Translation Services Claims

0. The translation is considered as faulty if it was not made in accordance with the order (e.g. scope or required graphic layout) or in adequate quality.

1. In any other case it is considered that the translation was made properly.

2. The Contractor provides an unlimited guarantee for the quality of their work, meaning that the Client is authorized to make warranty claims arising from defects of the translation in an unlimited period of time from the receipt of the translation; however, always in a reasonable period from the moment the Client discovers, or should have discovered assuming proper care, such defects. Provision of the German Civil Code shall not be applied. Any claim may be done in person, by fax, electronic mail or regular post. The claim must contain concrete reasons and description of defects and scope of their occurrence and may also contain a proposal for resolving the claim. The Client will not be able to assert this provision in the case of the translations where the Contractor, either under the contract or based on any other written agreement, concluded with the Client, is not allowed to retain the source and target texts, and for this reason will not have them available at the time of the claim where applicable.

3. If the Contractor considers the claim as justified, it shall ensure appropriate rectifications or proofreading immediately and at its own costs.

4. If the Contractor considers the claim as justified and the Client does not accept rectifications from the Contractor, the Client shall be offered a discount corresponding to the scope of defects.

5. If the Client has any doubts regarding quality of translation and has the quality assessed, or proofreading or a new translation performed by a third party without Contractor's knowledge and approval, the Contractor shall not be obliged to pay the costs of such work.
6. In case of any dispute arising between the Contractor and the Client on justice of Client's claims concerning Contractor's liability for defects or amount of discount, the Parties undertake to resolve the dispute by amicable settlement in the form of an expert opinion of an independent translator appointed on the basis of agreement of both the Parties. This translator shall be an independent translator on the list of sworn translators and interpreters of a competent court, or a native speaker agreed by the Parties. Both Parties shall be informed about the estimated price for the expert opinion in advance.
7. An independent translator shall judge the quality of the translation in comparison with the source text (not only the target text separately). Both the Client and the Contractor shall have the right to give all relevant information concerning the claim to the independent translator.
8. Both the Client and the Contractor shall pay an advance payment for the expert opinion pursuant to point 2.5.7 in equal amounts. Final settlement of the costs shall be made according to the result of the claim procedure.
9. In such case an amount of discount shall be set based on the expert opinion.
10. The Contractor shall be liable for any damage due to defects in translation up to the price for the translation.
11. If the expert opinion states that the claim is not justified, any and all costs connected with the expert opinion shall be covered by the Client.
12. The claim shall have no suspending effect on maturity of the issued invoice of the claimed service or on other type of payment for the service rendered.

13. OUR RESPONSIBILITY AND LIABILITY

13.1 The Services shall be carried out using reasonable skill and care in accordance with the standards of the industry.

13.2 We shall use all reasonable skill and care in selecting translators, interpreters and other personnel used to produce the Translated Works and perform the Service.

13.3 No terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the Services or the Translated Works shall be incorporated unless expressly set out in this Contract.

13.4 We shall incur no liability to you for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of us prior to the Contract, whether orally or in writing, and you shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.

13.5 We will use reasonable endeavours to provide the Services to meet the specific requirements of the Customer provided that the Customer notifies us in writing of any specific requirements and these requirements are agreed in writing between the parties prior to acceptance by us of the relevant Work Request.

13.6 You acknowledge that any Original Works and Translated Works submitted to you over the Internet cannot be guaranteed to be free from the risk of interception even if transmitted in

encrypted form and that we have no liability for the loss, corruption or interception of any Original Works or Translated Works.

13.7 In respect of death or personal injury resulting from our negligence and subject to clause 13.8, our liability to you in respect of the provision of the Services and / or the Translated Works shall be limited as follows:

13.7.1 we 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;

13.7.2 our entire liability to you under any Contract including but not limited to in respect of the Services and the Translated Works shall not exceed the price payable to us by you under the Contract to which any claim relates.

13.8 You must notify us within 30 days of delivery of the Translated Works of any claim arising out of the provision of the Services and /or the Translated Works ("Claim"), 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 of the Translated Works.

3. Interpreting

1. General Provisions

0. The Contractor undertakes to arrange interpreting according to the confirmed order (specified languages, agreed time and agreed place).
1. The Client undertakes to pay to the Contractor the resulting price for interpreting.
2. The Contractor arranges interpreting through an interpreter.
3. The Client shall confirm if interpreting was made duly and on time immediately after interpreting takes place. If the Client fails to do so, the Contractor considers that interpreting was made duly and on time.
4. If the Client cancels duly ordered interpreting services without a serious reason acknowledged by both the Client and the Contractor, the Client shall be obliged to pay cancellation fees in the amount specified under point 14.4 .

2. Rights and Obligations

0. The Client shall inform the Contractor about the purpose of interpreting and creation of a recording, if one shall be made.
1. If the Contractor is not informed about the purpose, no later claims arising thereof shall be considered.
2. The Client shall provide the Contractor with a schedule of interpreting and related texts at latest 5 days in advance so that the interpreter can prepare himself. If the Client fails to do so, any claim of terminology used by the interpreter cannot be considered.

3. The Client shall inform the Contractor about all circumstances that could have any impact on payment for the service. The Client shall inform the Contractor if there is any decision on declaration of bankruptcy of the Client or if the Client is in liquidation.
4. The Contractor shall not be liable for any possible consequences arising from breach of copyrights that occurs due to the Client.
5. The Contractor and the interpreter shall consider all information and materials associated with interpreting (which are not in the public domain) strictly confidential.
6. The Client shall have no right to ask the interpreter to do any other services outside the scope of interpreting services, e.g. to take minutes from a meeting, to create a written translation, or to act as a guide or perform organizational services. Such work would have to be properly ordered and confirmed by the Contractor in advance.
7. The Client shall provide conditions corresponding with the type of interpreting, including technical equipment (booths, headsets, microphones, etc.), good audibility and sufficient space for work, provided that technical equipment was not ordered together with interpreting services from the Contractor. The Client shall also give to the interpreter all written texts to be read by lecturers sufficiently in advance.
8. The interpreter sent by the Contractor shall be neat and dressed as required by the type of interpreting.
9. The interpreter shall work based on normal practice for this profession, and shall perform his/her job to the best of his/her knowledge.
10. The interpreter shall have the right to refuse to work in the environment unacceptable due to physical, psychological or ethical reasons, and in conditions undignified for performance of interpreter's profession.

3. Transport, Accommodation and Meals

0. A working day of the interpreter has 8 hours. All breaks and interruptions are included in working time.
1. The Contractor shall have the right to invoice the same rate for the interpreter's time spent traveling or otherwise lost in direct relation with interpreting as for interpreting itself. The contracting parties shall agree upon the respective rate in advance.
2. If the Client does not organize transport for the interpreter from the agreed place to the place of interpreting, the Client shall inform the Contractor of this sufficiently ahead of time.
3. The Client shall pay to the Contractor traveling expenses of the interpreter, including allowances, in full according to valid regulations on compensation of traveling expenses. If some of these costs (travel expenses, boarding, accommodation) are paid directly by the Client, the contracting parties shall agree upon the level of travel costs in advance.

4. The Client shall organize accommodation for the interpreter in a single-bed room with a private bathroom. If it was not possible to organize such accommodation, the Client shall inform the Contractor in time who shall ask the interpreter for his/her consent to such alternative accommodations.
5. The Client shall organize for the interpreter a meal and rest break of at least half an hour in duration after 4 hours of interpreting.
6. The Client shall organize meals for the interpreter according to normal practice and valid regulations on compensation of eating expenses.

4. Interpreting Services Claims

0. The interpreting is faulty if it was not made in accordance with the order or in adequate quality.
1. Any claim may be done in person, by fax, electronic mail or regular post. The claim shall contain a concrete reason and description of defects and scope of their occurrence and it can be accompanied by a video or audio recording.
2. If the Contractor considers the claim as justified, the Client shall be offered a discount corresponding to the scope of defects.
3. In case of any dispute arising between the Contractor and the Client on the justification of the Client's claims concerning the Contractor's liability for defects or amount of discount, the Parties undertake to resolve the dispute by amicable settlement in form of an expert opinion of an independent interpreter appointed on the basis of agreement of both the Parties.
4. The amount of discount shall be set based on the expert opinion.
5. Both the Client and the Contractor shall pay to the independent interpreter an advance payment for the expert opinion in equal amounts. Final settlement of the costs shall be made according to the result of the claim procedure.
6. The Contractor shall be liable for any damage due to defects in interpreting up to the price for the interpreting.
7. If the expert opinion states that the claim is not justified, any costs connected with the expert opinion shall be covered by the Client.
8. The Client shall claim defects of interpreting to the Contractor duly and without any undue delay immediately after interpreting and at latest by 5 days.
9. Any claims arising from liability of the Contractor for defects made late shall be considered expired.
10. The claim shall have no suspensory effects on maturity of the issued invoice or on other type of payment for the service rendered.

4. Prices

1. Prices for all services are contractual and they are agreed between the Client and the Contractor in writing. Prices are defined either in a contract or in a price quotation confirmed by the Client in writing (post, email body or scans).
2. All prices exclude VAT.
3. Rates for translation services are set with respect to: kind of translation, language combination, demands of the text, quality of a source text, required delivery date, required graphic layout, file format or other Client's requirements.
4. Rates for interpreting services depend especially on the type of interpreting (simultaneous, consecutive, simultaneous in booth) and the combination of languages.
5. A unit of invoiced quantity for translations and proofreading is one source word or one standardized page in case of certified translations, see point 12.8.
6. If the source text is in the format not allowing knowing the number of source words or if it is in printed form, the price is calculated based on the number of translated words. In this case, quotations are based on estimated number of words counted manually and the price is invoiced according to the real number of words in the translated text (target language).
7. The minimum invoiced number of words is 300 source (or target) words, unless agreed otherwise in the contract or order.
8. In case of certified translations, the price is calculated according to the number of standardized pages of translation. Rounding is made to one full standardized page of the translated text up.
9. The Contractor shall have the right to set an extra charge for work during weekends and holidays, for translation or transcription of audio or video recordings, translation of poorly legible texts or express translations (more than 1500 source words in one working day and per one translator).
10. The Client shall have the right to ask for a discount in case of a large order.

5. Payment Terms

1. The basis for payment of price for performed services is an invoice issued by the Contractor and having the date of maturity stated on the invoice. The general term of maturity is 14 days, unless otherwise agreed verbally or in the contract.
2. The Contractor shall be entitled to issue to the Client an invoice at the moment of handing over the finished work or after the end of interpreting.
3. The Contractor shall be entitled to issue to the Client an advance invoice even before the beginning of work or during its performance. The advance invoice is payable on the date of maturity stated in the invoice.
4. Where the parties agreed that the Contractor may issue an invoice to the Client only after the work is completed and delivered, but the time of completion of the work is

unreasonably extended for the reasons on the Client's part (e.g. due to graphic modifications, programming or corrections or proofreading by the Client lasting longer than 1 month), the Contractor shall be entitled to issue an invoice to the Client for already completed and handed over work.

5. In the event of a delay in payment, the Client shall pay the Contractor a contractual fine in the amount of 0.1% of the amount due for each day of delay for payment, unless otherwise stated in the Contract

6. Withdrawal from Contract and Compensation for Damages

1. Each Contracting Party shall have the right to withdraw from the contract if there occur such restraints after conclusion of the contractual relationship that prevent fulfillment of commitment and that cannot be eliminated.
2. The Contracting Party shall inform the other Contracting Party in writing about its withdrawal from the contract.
3. In case the Client withdraws from the contract for translation (or proofreading), the Client shall pay all provable and incurred expenses for the part of the work already completed, or for the whole work if the work is already completed.
4. In case the Client withdraws from the interpreting order 10 to 5 days prior to the beginning of interpreting, the cancellation fee is 20 % of the agreed price; 50 % of the agreed price in case of 4 to 2 days prior to the beginning of interpreting and 100 % of the agreed price in case of 1 day prior to the beginning or on the day of beginning of interpreting.
5. The Contractor shall not be liable to the Client for damages due to non-realization of the concluded contract if this happens due to unforeseeable and unavoidable circumstances that the Contractor could not prevent.
6. The Client shall inform the Contractor of its intention to use the translated text for printing or for other publication and order all necessary proofreading works. In case of the failure to do so, the Client shall not be entitled to claim any damages caused by mistakes in the translated text which could have been eliminated in the course of the proofreading works.

7. Final Provisions

1. The Client undertakes not to contact the translator or interpreter directly without the Contractor's consent.
2. In the event that the Client and the translator or interpreter enter in contact based on the Contractor's consent, the Client undertakes not to negotiate with the translator or interpreter about matters concerning business conditions of the service.
3. The Client undertakes to inform the Contractor about any new agreement with the translator or the interpreter, if the Client is in a direct contract with such translator or interpreter.

4. In case of breach of obligations set in points 7.1 to 7.3, the Client shall pay the Contractor a contractual fine amounting to 2,000 EUR for each breach, even if the order is not fully completed.
5. The provisions that are not defined under the present TERMS or in the contract between the Contractor and the Client (with it being agreed that the provisions in the contract shall prevail over the provisions of the present TERMS) shall be governed by the applicable legal regulations. The provisions of the present TERMS (or in the contract) that deviate from the CIVIL CODE shall be considered in accordance with the CIVIL CODE, unless explicitly prohibited by the CIVIL CODE and unless they are contrary to good manners, public order or the right attached to the personal status, including the right to the protection of personality.
6. The Client is aware that the Client, as a natural person or a natural person representing their own legal entity – sole trader (sole proprietor in US) (this provision shall not apply to legal entities), is obliged to give their consent/dissent, concerning the processing of their personal data by the Contractor in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council (the so-called GDPR, see below in this paragraph). The consent or dissent may be expressed at the following e-mail address: info@321-translate.com. Please, formulate your consent or dissent as follows: “I agree/disagree with the processing of my personal data by the Contractor (within the meaning of provisions of paragraph 7.6 of the Business Terms and Conditions of the Contractor provide at www.321-translate.com and the GDPR rules).” The subject of the e-mail should state: “customer – natural person – consent” (or dissent). If we receive your consent, the personal data will be processed by the Contractor as the controller and processor of personal data. The Client is aware that the provision of personal data is voluntary. The Client has the right towards the Contractor to access personal data, as well as the right to amend personal data, request an explanation, remove defects and incorrect situations, and the right to the protection of personality.

In the case of expressed consent, the Client grants their unconditional consent to the Contractor, being the controller and processor of gathered personal data, included in the Contractor’s database, to process and use the Client’s personal data which is set forth in the Client’s (being a natural person) order (or in the order confirmation). For example for the purpose of ensuring satisfaction, dealing with complaints, offering business and services, service research, and business communication between the Contractor and the Client. The personal data will not be shared with any third party. The Client grants their consent as per this paragraph for the term of their business relationship with the Contractor, they can revoke this consent at any time, free of charge, using the Contractor’s e-mail address info@321-translate.com.

The Contractor undertakes to work in accordance with the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL General Data Protection Regulation (GDPR) of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which will come into effect on 25/05/2018, and in accordance with Act No. 101/2000 Coll., as amended.

7. These TERMS are in force and effect as from 11th April 2018.
8. The Contractor reserves the right to amend the provisions of the TERMS. Such an amendment must be announced by the Contractor on the Contractor's website on the day from which the new TERMS shall be in force and effect in order to make it clear from which date the new TERMS are effective. The Contractor keeps the older versions of TERMS in its archive.