

## **TERMS AND CONDITIONS**

The Terms and Conditions state the rules of providing services by Translatorion Translation Agency: Thorium Paweł Woźnikowski, with registered office in Cieszyn, ul. Ludwika Brożka 10/7, tax identification number (NIP): 5482472153, e-mail address: biuro@translatorion.com, phone number: +48 783 500 669, henceforth called "Agency", to business and organisation clients, henceforth called "Clients".

### **§1 Preliminary Provisions**

1. The confirmation of a translation order by the Client means every time that the Client has read, understood, and accepted the Terms and Conditions.
2. The Agency provides paid translation services or similar (henceforth "Translation Services") whose details are presented at the Agency's website. The range of services and the price reference presented at the website do not constitute an offer according to civil law and are for information only. The range of services can be modified accordingly to the Agency's capabilities and the needs of potential clients.
3. The Agency declares that all Translation Services are performed by persons with higher diploma in language studies. The Translation Services are not provided by sworn translators under the Act of 25 April 2004 on the profession of sworn translators.

### **§2 Placing an Order**

1. The Client places an order by sending materials for translation at the e-mail address of the Agency and indicating the mode of the translation. Unless otherwise specified, it is assumed that the complete material sent by the Client is to be translated.
2. After receiving translation materials, the potential Client is presented a price offer in writing for the performance of the Translation Services. At this stage, the price, due date, and all other important issues related to the order can be negotiated. This stage does not oblige any party.
3. The order is accepted for performance by the Agency when the Client accepts in writing the price offer of the order. If the price offer is not accepted, the Agency assumes that the order is not placed.
4. The Client confirms the order via e-mail after receiving the price offer. The confirmation of the order by the Client does not mean its acceptance by the Agency. The order is accepted for performance after the Agency confirms the acceptance of the order. The confirmation is sent via e-mail.
5. If the Client has sent the confirmation of the order, but has not received back a confirmation by the Agency, it may mean that the confirmation has not reached the Agency. In this case the Client should contact the Agency via telephone for further clarifications.
6. The translation materials are sent via e-mail. In exceptional cases and after specific arrangements, the translation materials can be sent via traditional mail or handed over in person. Sending the translation materials does not oblige the Agency to accept the order for the performance.

7. The price offer sent by the Agency is only an estimated price and does not constitute a confirmation of the final order price. The final price for the order is established after the performance of the order and depends on the circumstances that may occur during the work on the source translation materials (including but not limited to illegibility or ambiguity of the source text). The price offer sent by the Agency may differ from the final order price but shall not exceed 25%.

8. The translation can be performed in two modes: the standard mode (translation of up to 8 standard pages during one workday, orders placed until 2 p.m. during a workday); the express mode (translation of over 8 standard pages during one workday; orders placed after 2 p.m. with a deadline for the next workday; orders placed before 2 p.m. with a deadline on the same workday; orders placed before Saturday or a holiday with a deadline for Monday or the closest workday after the holiday).

9. The price for the Translation Services depends on the type and field of the translated text (normal or specialised translation), deadline (standard or express mode), target language of the text, legibility and unambiguity of the text, and the number of standard pages.

10. The price for the Translation Services does not include: editing the text for publication, proofreading by a native speaker (in the case of translation into English), preparing formatting and layout of the text, creating and editing illustrations and print screens, converting and creating versions in various formats of the translated materials which are ready for publishing.

11. In the case of written translation, the price is based on the number of characters including spaces (standard page) counted in the source text. In the case of files or documents in which it is impossible to establish automatically the source character count (non-editable documents), the standard pages are counted in the target text. One standard page contains 1800 characters including spaces.

### **§3 Performance**

1. The completed translations are sent via e-mail or otherwise via electronic means. In exceptional cases and after specific arrangements, the translation materials can be sent via traditional mail or handed over in person. In such cases, costs of delivery are covered by the Client. The Agency is not liable for late deliveries of the translated texts by post or couriers. In the case of sending the translated text by post or couriers, the performance date is the date of sending the materials.

2. Unless otherwise agreed, the performed translations are sent to the Client in the same file format in which they were sent to the Agency.

3. Cancellation of the order must be made in writing or via electronic means and delivered to the Agency in person, via traditional mail, courier, or e-mail. In the case of the cancellation of the order, the Client shall bear all costs resulting directly from the amount of the translated text until the notice of cancellation is received by the Agency. The Client cannot cancel the order on the final day of its performance.

4. In special cases, the Client may be asked to make an advance payment of 50% of the order price at the given bank account number. In such cases, the advance payment is a condition of accepting the order by the Agency.

#### **§4 Payment**

1. The payments for translation services are done via bank transfer to the account given on the invoice.
2. The payment is due within 14 days from the date of the invoice issue.
3. In the case of default in payment, the Agency is entitled to charge statutory interest on the unpaid amounts.
4. The Agency is entitled to receive advance payment before starting the translation. Section 3.4 of the Terms and Conditions apply.
5. Unless otherwise agreed, the Client shall receive the financial copyrights for the translation in every form of exploitation when the complete payment is made on the basis of the invoice issued by the Agency.

#### **§5 Complaints**

1. The Client may place a complaint at the mail address of the Agency or via e-mail. Complaints for the Translation Services are received within 7 days from the date of submitting the translation to the Client.
2. The complaints are to be made in writing or via an e-mail and should include: detailed description of all reservations, their place and type of an error made in the translation, and contact data of the person stating the reservations who the Agency can contact in order to explain them, as well as the proposition of resolving the complaint.
3. In justified cases, the Agency shall correct the errors in the translation immediately at its own cost and deliver the corrected translation to the Client at the Agency's own cost. Complaints do not constitute a reason for changing the payment terms agreed with the Client and do not constitute a ground for refusing the payment.
4. The Agency has 30 workdays to resolve the complaint.
5. The style of the text cannot be the reason for the complaint.

#### **§6 Non-Disclosure and Protection of Personal Data**

1. All materials and their content provided by the Client for translation are treated as confidential. Only the Agency's employees have access to the materials sent by the Client, as well as the translators who work for the Agency during given order.
2. The above subclause is not applicable to the content available in public domain, including, but not limited to press releases or media reports.
3. The Agency is the Data Controller (hereinafter referred to as "Controller) of the personal data.
4. The personal data are processed by the Controller in accordance with the applicable law and "General Data Protection Regulation" – the (EU) 2016/679 Regulation of the European Parliament and of the Council 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, and repealing Directive 95/46/EC, hereinafter referred to as “GDPR”.

5. The use of the services of the Agency, including placing orders, is voluntary. Similarly, the personal data provided by the Client in relation to the order is voluntary, subject to two exceptions: (1) entering into agreements with the Controller – if the Client does not provide the personal data necessary to the conclusion and execution of the order to the extent indicated by the Controller, such agreement will not be concluded. The personal data provided in such case are a contractual requirement and if the data subject wants to conclude an agreement with the Controller, the data subject is obliged to provide the required data. Each time the scope of the data required for the conclusion of an agreement is indicated by the Controller; (2) the statutory obligations of the Administrator – providing personal data is a legal requirement of generally applicable laws which impose an obligation on the Controller to process personal data (such as data processing for maintaining tax books or accounts); if the data subject does not provide such data, the Controller is not able to perform these duties.

6. The Controller shall exercise due diligence to protect the interests of the data subjects, and in particular the Controller ensures that the data are: (1) processed in accordance with the law; (2) collected for identified, legitimate purposes and not processed further in a manner that is not in compliance with these objectives; (3) correct and adequate in relation to the purposes for which they are processed; (4) stored in a form which permits identification of the data subjects for no longer than is necessary to achieve the purpose of the processing; and (5) processed in a way that ensures appropriate security of personal data, including protection against unauthorised or unlawful processing and accidental loss, destruction or damage, using the appropriate technical or organisational measures.

7. With regard to the nature, scope, context, and the purposes of the processing as well as the risk of violation of the rights or freedoms of natural persons with varying probability and risk, the Controller shall implement appropriate technical and organisational measures in order to ensure that the data are processed in accordance with GDPR and to be able to demonstrate this. These measures are reviewed and updated. The Controller applies the technical measures to prevent unauthorised acquisition and modification of personal data sent by electronic means.

8. The Controller has the right to process the personal data in cases where at least one of the following conditions is met: (1) a data subject has expressed consent to the processing of their personal data for one or more of the specific purposes; (2) the processing is necessary for the performance of the agreement to which the data subject is a party or to take steps at the request of the data subject prior to entering into the agreement; (3) the processing is necessary to fulfil the Controller’s legal obligations; or (4) processing is necessary for the purposes of the legitimate interests pursued by the Controller or by the third party, except when interests or basic rights and freedoms of the data subject override these interests in cases which require protection of personal data, in particular when the data subject is a child.

9. Each time the purpose, basis, period, extent, and the recipient of personal data processed by the Controller follow from the actions taken by the Client.

10. The Controller may process personal data in order to perform an order or take action on the request of the data subject prior to entering into an agreement. The legal basis for processing is Article 6.1b of GDPR (performance of a contract). The data are stored for the period necessary to complete, termination or expiration of the agreement entered into in some other way. The extent of the processed data includes: name and surname; e-mail address; a telephone number.

11. The Controller may process personal data in order to determine, pursue or defend claims which can be made by or against the Controller. The legal basis for processing is Article 6.1f of GDPR. The data are stored for the lifetime of the legitimate interests pursued by the Controller, but not beyond the limitation period for claims against the data subject carried out by the Controller's business activity. The limitation period is specified by the provisions of the law, in particular the civil code (the primary period of limitation for claims related to business activity is three years). The extent of the processed data includes: name and surname; e-mail address; a telephone number; place of residence/office.

12. The Controller may process personal data in order to fulfil the Controller's legal obligation in connection with the accounting documentation. The legal basis for processing is Article 6.1c of GDPR. The data are stored until the expiration of the limitation period of the tax liability, i.e. 5 years from the end of the calendar year in which the tax payment deadline expired. The extent of the processed data includes: name and surname; address; Tax Identification Number (if applicable).

13. The data subject has the following rights:

13.1 the right of access, rectification, restriction, erasure, or portability – the data subject has the right to request the Controller to access the data subject's personal data, rectify, erase ("right to be forgotten") or restrict the processing and has the right to object the processing, and also has the right to move the data. Detailed requirements concerning the aforementioned rights are indicated in the Articles 15-21 of GDPR.

13.2. The right to withdraw consent at any time – the data subject whose data are processed by the Controller on the basis of an expressed consent (based on Articles 6.1a or 9.2a of GDPR), has the right to withdraw consent at any time with no impact on the lawfulness of the processing which was made on the basis of the consent prior to its withdrawal.

13.3. The right to lodge a complaint with a supervisory authority – the data subject whose data are processed by the Controller has the right to lodge a complaint with a supervisory authority in the manner and mode specified in GDPR and the provisions of the Polish law, in particular the act on the protection of personal data. The supervisory authority in Poland is the President of the Office for Personal Data Protection.

13.4. The right to object – the data subject has the right to object at any time – for reasons connected with the data subject's particular situation – to the processing of the data subject's personal data based on Articles 6.1e (public interest) or f (legitimate interests), including profiling on the basis of these provisions. In such a case, the Controller must not process such personal data any more, unless the Controller can present important, legitimate grounds for processing, overridden by the interests or fundamental rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims.

13.5. In order to carry out the rights referred to in this section of the regulations, the Controller can be contacted by sending relevant messages in writing or by e-mail to the address of the Administrator indicated in the introduction of the terms and conditions.

### **§7 Financial Responsibility and Force Majeure**

1. The financial responsibility for any actual and expectation damages related to defective performance of Translation Services by the Agency is limited to the net payment amount for the services, however not exceeding PLN 5000 (or equivalent) for all performed Translation Services in a given calendar year.
2. The Agency is not liable for any mistakes in the translation that result from the mistakes and ambiguities of the source text.
3. The Agency is not liable for translation services performed as an express order; however, the Agency is still obliged to remove immediately any error in the translation and deliver the corrected translation at its own cost to the Client.
4. The Agency is not liable for untimely or improper quality of the translation services resulting from causes that are beyond its control and in cases of force majeure, including, but not limited to: faults of internet or phone connection, power outages, late deliveries caused by couriers or damage of these documents before reaching the Client.
5. The Agency is not liable for any changes in the translation made without written permission of the Agency and for their consequences.

### **§8 Performing Services by Electronic Means**

1. In order to use the Translation Services performed by electronic means, the Client shall meet the following technical requirements: access to the Internet; an installed web browser: Firefox, Opera, Chrome, Safari, or other that supports HTML5 and with IE 10.0 standard or higher (IE8 and IE8 standard may have limited functionalities); an e-mail account.
2. The Agency recommends the use of legal software, including antivirus software in order to support safe use of the Translation Services performed by the Agency.
3. It is forbidden to send to the Agency or other clients of the Agency information and content which is illegal, offensive, wrong, misleading, as well as content containing viruses or which can disrupt or damage computer systems.

### **§9 Final Provisions**

1. The Agency may perform services on conditions differing from those stated in the Terms and Conditions. Such conditions are agreed upon in writing in an agreement between the Agency and the Client.
2. The Terms and Conditions do not cover translation services performed for consumers.

3. The Agency does not allow the application of contractual penalties or non-competition clauses with Clients.
4. The term “workday” means days from Monday to Friday except public holidays in Poland.
5. All remaining issues not regulated by the Terms and Conditions are regulated by relevant laws and provisions of the Polish civil law and copyright law.
6. Any disputes arising from the Terms and Conditions are settled by the court of competent jurisdiction for the Agency's registered office.
7. The Agency reserves the right to change the Terms and Conditions without prior notice.