

Terms, Conditions & Privacy Policy

These terms and conditions apply to each request for a quote from Language World for provision of translation and interpretation services and to the provision of services following acceptance by the client of a quote from Language World, who shall agree on the following:

1. DEFINITIONS

Unless expressly stated otherwise, in this Agreement the words below shall bear the following meaning:

1.1. "Services" shall refer to services referred to in Article 2 of this Agreement;

1.2. "Party" shall refer to a service provider or client that requests interpretation services or on whose behalf interpretation services are requested from Language World.

1.3. "Confidential Information" means any proprietary information, know-how or data disclosed in confidence by one party to the other party (and including, in the case of the Client, the Source Materials and the Deliverables), but does not include any information which (a) is in the public domain; (b) on receipt by the other party is already known by that party; (c) is at any time after the date of receipt by the other party, received in good faith by that party from a third party; (d) required by law to be disclosed by the other party;

1.4. "Contract" means a contract comprising these terms and conditions;

1.5. "Intellectual Property" includes all copyright, trademarks, designs, patents, domain names, concepts, know-how, trade secrets, logos and all other similar property and rights whether registered or unregistered;

1.6. "Quote" means a quote issued by Language World to the Client;

1.7. "Services" means the services specified by Language World to the Client;

1.8. "Source Materials" means the document(s) or information submitted by the Client to Language World for interpretation or translation services;

1.9. "Deliverables" means the final deliverables produced as a result of the Services;

1.10. "OPI" means On-Demand Over the Phone Interpretation

1.11. "VRI" means On-Demand Video Remote Interpretation

1.12 "DT" means Document Translation

2. SERVICES

2.1. All services, including but not limited to: OPI and VRI and DT, shall be done in the manner and form indicated and displayed on the Language World website or the Language World portals. All services of alternate forms or means requested by the client must be agreed upon by the parties in writing and stipulated in detail in this document.

2.2. Each request for interpretation services made to Language World and supply of Source Materials to Language World is made subject to these terms and conditions.

2.3. No contract exists in respect of any request for interpretation services or in respect of any Source Materials that may be submitted to Language World unless and until there is an

accepted contract. Once there is an accepted contract, a 'Contract' is formed between the Client and Language World with respect to the Services described in that Contract.

2.4. Language World reserves the right to decline to provide any services if the Source Materials contain any material which Language World at its discretion (and without any obligation to review the Source Materials for appropriateness, legality or otherwise) considers to be offensive, obscene, contrary to any law or otherwise considered by Language World to be inappropriate.

3. PROVISION OF SERVICES

3.1. Subject to receipt of all applicable amounts due from the Client, Language World will provide the services as specified in the contract and in accordance Language World's standard practices and procedures including the practices and procedures as described in the contract issued to the Client.

3.2. Language World has no responsibility to review the quality of the Source Materials for any errors and has no liability to review the Source Material for or to correct any errors or omissions contained in any Source Materials regardless of the nature of such errors or omissions and regardless of the impact that such errors or omissions may have on the quality of the Deliverables.

3.3. Language World will issue the Deliverables to the Client in accordance with Language World's standard practices and procedures applicable at the time or as otherwise specified in the contract. Language World will use reasonable endeavors to issue the Deliverables on or before the agreed delivery date/time, or where no specific delivery date/time is agreed within a reasonable time following receipt of the contract, but Language World accepts no

liability for any delay in meeting the applicable timing. Client will have three business days to review final deliverables and submit any change requests.

3.4. Due to the nature of phone and internet settings and connectivity, Language World will not be held responsible for external factors that are out of our control including, but not limited to, you and your third parties' internet speed, ISP bandwidth, connectivity, power outages, etc. In case the interpreter is disconnected due to connectivity issues, you will receive a notification on the screen. You may opt to wait for the interpreter to get reconnected to the platform, or hang up at any time and call again. Please note that if you hang-up, you may be routed to a new interpreter.

4. USE OF SERVICES

4.1 The following uses of Language World's interpreting services are prohibited: the transmission of any material which constitutes an infringement of any patent, trademark, copyright or trade secret; the transfer of any information abroad in violation of any export law; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephones to transmit obscene, harassing or other messages specified therein; or a violation of any other applicable statute or government regulation.

4.2 Customer agrees to indemnify Language World, its affiliates and their respective successors and to hold them harmless from any claim or action whatsoever arising from the use of interpreter services in any manner prohibited by this Section. Language World shall not be liable for any indirect, incidental or consequential damages, or for lost profits or revenues of any kind, whether or not Language World had knowledge that such damages might be incurred.

5. CHARGES AND PAYMENTS

5.1 Language World offers pre-paid subscription plans whereby minutes can be purchased in advance to use towards Language World services. Charges are set forth in the subscription section of your online dashboard. Note, rate plans are subject to change from time to time. Both OPI and VRI calls are charged in minute increments. If you exceed your plan minutes, you will be liable for any overage minute charges at your current plan overage cost per minute rate. Overages will be billed on next monthly pre-payment date.

5.2 Monthly payments shall be made by credit card using encryption communication ensuring privacy and security. It is the responsibility of the client to ensure that the credit card on file is current. Client is liable for minimums and overages.

5.3 If you enter into an enterprise contract with Language World, rates and payment terms are as set forth in your current contract.

5.4 You may add a third-party number to the call using your online caller or you can ask the interpreter to add a third-party. The current participant limit for phone or video is 4 total attendees.

5.5 You will be charged for the whole minute if usage is anything less than a whole. Charges will begin as soon as you are connected with an interpreter, until the time you hang up; including any time spent on briefing or connecting, successful or not, with third-party attendees.

5.7. Upon acceptance of a DT quote, services will commence after full pre-payment received through the Language World Website: <https://languageworld.com/pay-now/>

5.8. If the purchaser is not satisfied, the purchaser may contact customer support to express any concerns and refunds are at the discretion of Language World.

6. INTELLECTUAL PROPERTY

6.1. Nothing in this Contract transfers ownership to Language World of any Intellectual Property in the Source Materials or the Deliverables.

6.2. All Intellectual Property in the processes, methodology and know-how used by Language World in its performance of a Contract are and will remain the property of Language World. Nothing in any Contract transfers to the Client any of Language World's Intellectual Property.

7. CONFIDENTIAL INFORMATION

7.1. Both parties recognize and acknowledge the confidential nature of the Confidential Information.

7.2. Neither party may disclose any Confidential Information other than:

(a) to its directors, employees, contractors or subcontractors to the extent necessary in the performance of the Contract;

(b) with the express prior written consent of the other party; or

(c) to its professional advisers.

8. GENERAL

8.1. This Agreement shall enter into force with immediate effect and shall be valid until the complete fulfillment of contractual obligations.

8.2. Entire agreement: Each Contract constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of that Contract. Should you have a current enterprise agreement, the enterprise agreement constitutes the complete and exclusive statement of the agreement.

8.3. Amendments: Except as specifically provided, no amendment to a Contract will be effective unless it is in writing and signed by both parties.

9. LIMITATIONS

9.1. For all OPI and VRI calls, calls are limited to two (2) third parties in addition to the caller and the interpreter.

9.2. Simultaneous is not currently available remotely. All remote interpretation will be done using the Consecutive method only. Contact us if you require this service.

9.3. OPI services may be accessed through the platform or via the toll-free number listed in your dashboard. VRI services are only available through the dashboard on the web or by app which may be downloaded free of charge at the Apple Store or Google Play Store.

SECURITY & PRIVACY POLICY

Language World Privacy Policy for Customers and Clients.

Language World pledges to maintain the utmost respect and confidentiality for all of its client's documents. Accordingly, Language World and all affiliates will use your personal information only for the following purposes:

LANGUAGE WORLD'S PURPOSE IN COLLECTING PERSONAL INFORMATION

Language World does not redistribute information to any outside parties. Language World only uses personal information to:

- Contact You
- Deliver the services you request
- Develop and communicate special offers
- Provide customer service
- Provide payment details

WHAT INFORMATION LANGUAGE WORLD COLLECTS AND HOW IT IS COLLECTED

The information Language World collects may include:

- Contact information, phone numbers, service preferences, billing information, and other information provided when you do business with Language World
- Your location and industry.

HOW LANGUAGE WORLD USES PERSONAL INFORMATION

-- Language World does not sell or rent personal information to others.

-- Language World does not use cookies on your website.

-- Language World does not disclose personal information to non-Affiliates except in the instance that you request Language World to do so.

We do not sell or allow your Customer Account Data to be used by third parties. Your data will be stored in a highly secure server with our cloud communication platform service provider.

LANGUAGE WORLD TAKES REASONABLE STEPS TO PROTECT YOUR PERSONAL INFORMATION

Language World maintains a database of only your contact information and your original documents and translated documents solely for the purpose of saving your files in case you need to refer back to them and for our accounting purposes.

MARKETING COMPLIANCE

We gather various types of Personal Information from our users, as explained more fully below. We may use this Personal Information to personalize and improve our services, to allow our users to set up a user account and profile, to contact users, to fulfill your requests for certain products and services, to analyze how users utilize the LWS Website, and as otherwise set forth in this Privacy Policy. We collect the following types of information:

a) Information You Provide to Us:

We receive and store any information you knowingly provide to us. For example, we

may collect Personal Information including but not limited to your name, email address, location, IP address, and other browser cookie information. We may collect other Personal Information you provide us through your use of our services.

b) Information Collected Automatically:

When you visit our website, log in, register, or open an email, cookies, ad beacons, and similar technologies may be used by our online data partners or vendors to associate these activities with information they or others have about you, including your email address and other personal information. We (or service providers on our behalf) may then send communications and marketing to these email addresses. You may opt out of receiving this advertising by clicking on the opt-out link in the below section.

“Cookies” are identifiers we transfer to your computer through your browser that allow us to recognize your browser and tell us how and when pages in our site are visited and by how many people. You may be able to change the preferences on your browser to prevent or limit your computer’s acceptance of cookies, but this may prevent you from taking advantage of our Website’s best features. Our advertising partners may also transmit cookies to your computer, when you click on ads that appear on our site. This Privacy Policy does not cover the use of cookies by any advertisers.

c) E-mail and Other Communications:

We may contact you by email or other means; for example, we may send you promotional offers or communicate with you about your use of the website. Also, we may receive a confirmation when you open an email from us. This confirmation helps us make emails more interesting and improve our service.

d) Additional Information:

We may collect and store information that your computer or mobile device provides to us in connection with your use of the Website, such as the type of computer or mobile device, unique device ID, IP address, MAC address, device's operating system and physical location (including geographic, beacon based, and/or GPS location).

Opting Out

- If you would like to opt-out of (b) Information Collected Automatically, visit [here](#).
- Additionally, you can opt out of some of these services by visiting the Digital Advertising Alliance's opt-out portal [here](#).
- If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below. Additionally, if you are a European resident we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above. Additionally, please note that your information will be transferred outside of Europe, including to Canada and the United States.

MODIFICATIONS TO LANGUAGE WORLD'S PRIVACY POLICIES

Language World reserves the right to change its privacy policies at any time, except as may be prohibited by law.

Language World will post revisions online. Use of Language World's services after posted changes means that you consent to the privacy policies as changed.

CONTACT INFORMATION

If you have any queries or complaints, please contact Language World in writing or via email at the address below:

Language World

2860 Gold Tailings Court

Rancho Cordova, CA 95670

E-mail: help@languageworld.com