

## **GENERAL TERMS OF SERVICE**

### **1. Definitions**

- 1.1. Terms – General and Special terms of service.
- 1.2. General terms – these terms of service.
- 1.3. Special terms – terms agreed upon by the Customer and the Provider in writing regarding the price, scope, terms of Service provision, etc.
- 1.4. The Customer – customer of translation and/or translation editing services as well as Related services.
- 1.5. The Provider – translator, providing Services under the certificate of individual activity or on other legitimate grounds.
- 1.6. The Parties – both the Customer and the Provider.
- 1.7. The Document – any paper, digital or other medium of a specified format, issued by the state, municipal institution, company, non-governmental organization, association or other legal entity, containing information, which is requested to be translated and/or which translation is requested to be edited.
- 1.8. The Services – written translation, translation editing and Related services.
- 1.9. The Related Services – certification of translation by the translator's signature, notarization services.

### **2. General provisions**

- 2.1. These General terms determine the procedure for provision of Services to the Customer.

- 2.1.1. Written translation

Written translation is available in combinations of Lithuanian, English, Russian and Ukrainian languages. The volume of the text provided for translation is calculated assuming that one A4 format page contains 1650 characters. All symbols present in the text count as characters: letters, numbers, punctuation marks, etc.

The above-mentioned calculation of text volume does not apply to the translation of Documents.

- 2.1.2. Translation editing

Editing of Lithuanian, English, Russian or Ukrainian translation covers semantic, logical, and grammatical editing. The volume of the translated text provided for correction is calculated assuming that one A4 format page contains 1650 characters. All symbols present in the text are considered as characters: letters, numbers, punctuation marks, etc.

The above-mentioned calculation of text volume does not apply to the correction of translated Documents.

#### 2.1.3. Related services

At the request of the Client, the translation may be printed, adjusted to a copy of the primary text or document and certified by the translator's signature. The translator's signature certifies the correctness of the translation.

At the request of the Customer, the translation may be notarized. A notary certifies the authenticity of translator's signature, but does not certify the correctness of the translation. Only translation adjusted to the original document or its notarized copy may be notarized.

2.2. After the Provider assesses the Customer's Enquiry, Special terms of Services shall be specifically determined by the written agreement of the Customer and the Provider. In this case, the Customer's written consent to the Special terms proposed by the Provider shall be considered as a written agreement between the Parties.

2.3. Submission of the Enquiry online, by e-mail or any other means does not constitute a service order. An order is deemed to be submitted by the Customer and accepted by the Provider from the moment the Parties agree on the Special terms of Services in writing or the Customer provides a written consent to the Special terms of Services as provided in Article 2.2. The order shall be executed under the General terms and Special terms agreed by the Parties.

2.4. Special terms apply together with the General terms. In case of discrepancies between the General and the Special terms, the Special terms shall prevail.

2.5. The Terms of Service may be amended only by written agreement of the Parties.

2.6. All actions under the Terms required to be performed in writing may also be performed by e-mail.

### **3. Rights and obligations of the Parties**

#### 3.1. Obligations of the Provider:

3.1.1. Timely provide quality Services to the Customer;

3.1.2. Correct deficiencies of Services according to the Customer's reasoned remarks;

3.1.3. Protect personal data and/or commercial information provided by the Customer;

3.1.4. Promptly inform the Customer about any circumstances that could cause a delay in provision of Services or make their provision impossible.

### 3.2. Rights of the Provider:

- 3.2.1. Refuse to translate and/or correct the hand-written text or its part which is unreadable; refuse to translate obviously senseless, incomprehensible text;
- 3.2.2. Suspend translation and/or correction until advance payment is received from the Customer;
- 3.2.3. Suspend provision of Services or withhold the result of Services (translation and/or edited translation) until the Customer performs his/her obligations;
- 3.2.4. Refuse to comply with unsubstantiated comments or requirements of the Customer.
- 3.2.5. The Provider is not responsible for any copyright infringements or further use of the translation and/or edited translation and consequences of such use.

### 3.3. Obligations of the Customer:

- 3.3.1. Disclose to the Provider all information relevant for provision of Services. Any risks associated with the failure to provide such information lies with the Customer;
- 3.3.2. Pay advance payment as provided in Article 5.4. In case the Customer is late to pay the advance payment, the deadline for Service provision shall be postponed respectively.
- 3.3.3. Accept and duly pay for properly and timely provided Services;
- 3.3.4. Pay for the Services or their part, provided until the cancellation of Services, as described in the Article 3.4.3., but in any case not less than 50 % of the Price (including advance payment, if such was paid);
- 3.3.5. If the primary text and/or Document includes specific definitions (terminology), enclose a suitable list of definitions and / or indicate the source or person, competent to consult on issues related to those specific definitions (terminology). In case the Customer fails to provide such list, indicate the source or person, translation or editing of translation of those definitions (terminology) may not be the subject to Customer's claims or complaints.

### 3.4. Rights of the Customer:

- 3.4.1. Timely receive quality Services;
- 3.4.2. Provide reasoned comments about the quality of Services within 14 days;
- 3.4.3. Cancel the provision of Services with the prior written notice to the Provider under conditions described in the Article 3.3.4.

## 4. Quality of Services

- 4.1. Quality of translation and/or translation editing services is considered to be appropriate, if translated text does not contain grammatical, semantic or logical errors, the meaning of the translated text or edited translation corresponds to the meaning of the original text.
- 4.2. The Provider does not correct any technical, semantic, logical or language style errors present in the original text. Therefore, these errors might be reflected in the translated or edited text. Such cases shall not be considered as Service quality issues.
- 4.3. The Services are deemed to be provided timely, if the translation and / or edited translation is sent to the Customer's specified e-mail address on the last day of the agreed term, until midnight. In case the Customer has ordered a certified translation, the Services are deemed to be provided timely, if the translation is presented to the post office on the last day of the agreed term. The Provider shall not be responsible for the quality of the postal services and /or delivery time. If the Customer's selected delivery method is by post, risks related to the quality of postal services and/or delivery time lies with the Customer.
- 4.4. All disputes between the Parties regarding the quality of Services shall be resolved by negotiating.

## **5. Price and Payment Method**

- 5.1. The Price of Services is a part of Special Terms of Service, which is determined after the Provider evaluates the text submitted by the Customer for translation and/or editing.
- 5.2. The Provider calculates the Price with due regard to the topic of the text, its complexity, urgency of the Services and other relevant circumstances.
- 5.3. The final Service Price shall be determined by the mutual agreement of the Parties as provided in the Article 2.2.
- 5.4. If the final Service Price exceeds 45 Eur, the Customer shall make an advance payment of 25 % no later than the next day after the final Price has been determined.
- 5.5. After translation and/or corrected translation is sent to the Customer (by e-mail or by post), or upon the cancellation of the Services as provided in the Article 3.4.3., the Provider submits to the Customer an invoice for the provided Services. The Customer shall pay the invoice within 10 days after submission. In case of untimely payment of the invoice, the Customer pays to the Provider the 0,02% interest calculated from the unpaid sum for each day of the delay.

## **6. Data protection and confidentiality**

- 6.1. The Provider protects the personal data provided by the Customer.
- 6.2. The Provider processes personal data provided by the Customer only for the purpose of Service provision and closely related purposes – ensuring the payment of invoice, settlement of disputes related to the Services, delivery of translation and/or edited translation, communication with the Customer or authorized person.

- 6.3. The Provider does not transfer personal data provided by the Customer to any third party except when it is necessary for the provision of Services, e.g. communication with Customer or authorized person, delivery of translation and / or edited translation.
- 6.4. With the purpose of defence against claims, complaints or legal actions, the Provider stores personal data provided by the Customer for no longer than 6 months after the Customer has paid the invoice, unless there are other legitimate grounds to store the personal data for a longer period.
- 6.5. Any question related to the safety or processing of personal data may be submitted by e-mail to [info@online-vertimai.eu](mailto:info@online-vertimai.eu)
- 6.6. The Provider protects confidentiality of commercial information provided by the Customer and does not disclose it to any third party. Parties agree, that the following does not constitute a disclosure of commercial information:
  - 6.6.1. Disclosure of information is necessary for the provision of Services (e. g. communication with the Customer's authorized person, delivery of translation and / or edited translation);
  - 6.6.2. Information was disclosed under the requirement of government institution or official;
  - 6.6.3. Information has been made public not because of the Provider's act or omission;
  - 6.6.4. Information was disclosed to the Provider's lawyer, attorney or other consultant.