



## PRIVACY POLICY AND TERMS AND CONDITIONS

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

### 1. DEFINITIONS

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

- 1.1. **"Services"** shall refer to services referred to in Article 3 of this Agreement;
- 1.2. **"Party"** shall refer to a service provider or client that requests translation services from Day Translations, Inc (or on whose behalf translation services are requested) as subsequently named in the Quote;
- 1.3. **"Confidential Information"** means any proprietary information, know-how and 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 an Accepted Quote and 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 Day Translations, Inc to the Client;
- 1.7. **"Services"** means the services specified in the Quote;
- 1.8. **"Source Materials"** means the document/s submitted by the Client to Day Translations, Inc for translation, as identified in the Quote;
- 1.9. **"Deliverables"** means the final deliverables produced as a result of the Services;
- 1.10. **"Working Days"**, we work 24 hours a day, 7 days a week serving our precious clients.

## **2. SERVICES**

- 2.1. All services, including but not limited to: translations, notarizations, Apostilles, legalizations, and certifications, shall be done in the manner and form indicated and displayed on the Day Translations, Inc website. 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 translation and interpretation services made to Day Translations, Inc and supply of Source Materials to Day Translations, Inc is made subject to these terms and conditions.
- 2.3. No contract exists in respect of any request for translation and interpretation services or in respect of any Source Materials that may be submitted to Day Translations, unless and until there is an Accepted Quote. Once there is an Accepted Quote, a 'Contract' is formed between the Client and Day Translations, Inc in respect of the Services described in that quote.
- 2.4. Subject to clause 2.4, Day Translations, Inc will issue a Quote after receiving from a client a request for translation or interpretation services made in accordance with the procedures used on the Website.
- 2.5. The word count of the translation WILL be change because of the nature of the different languages, but this WILL NOT change the final price of your document.
- 2.6. Day Translations, Inc reserves the right to decline to issue a Quote or to provide any translation services if the Source Materials contain any material which Day Translations, Inc at its discretion (and without any obligation on Day Translations, Inc to review the Source Materials for appropriateness, legality or otherwise) considers to be offensive, obscene, contrary to any law or otherwise considered by Day Translations, Inc to be inappropriate.

## **3. PROVISION OF SERVICES**

- 3.1. Subject to receipt of all applicable amounts due from the Client, Day Translations, Inc will provide the Services as specified in the Accepted Quote and in accordance Day Translations' standard practices and procedures including the practices and procedures as described on the Website at the time the Quote was issued to the Client.

- 3.2. Day Translations, Inc has no responsibility to review the quality of the Source Materials for typographical or any other 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. Day Translations, Inc will issue the Deliverables to the Client in accordance with Day Translations' standard practices and procedures applicable at the time or as otherwise specified in the Quote. Day Translations, Inc 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 Accepted Quote, but Day Translations, Inc accepts no liability for any delay in meeting the applicable timing.

#### **4. PAYMENT**

- 4.1. Payment for the translation is due upfront. If Day Translations, Inc. fails to translate your document, your payment will be completely refunded.
- 4.2. Payment should be processed via Credit Card or Check within net 30 days.
- 4.3. There will be a 5% per month late fee added to the final price for each week that the invoice is not paid after 30 days.
- 4.4. After execution of the translation has begun, purchaser may not cancel the agreement.
- 4.5. If purchaser is not satisfied, purchaser may contact customer support to express any concerns and refunds are at the discretion of Day Translations, Inc.
- 4.6. Translation will be executed and charged at the above expressed fee and time period. If Day Translations, Inc. fails to complete the translation within the expressed time period, a refund of 5% of the agreed upon fee per day over the time limit will be awarded to the purchaser.

#### **5. INTELLECTUAL PROPERTY:**

- 5.1. Nothing in this Contract transfers to Day Translations, Inc., ownership of any Intellectual Property in the Source Materials or the Deliverables.

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

## **6. INTELLECTUAL PROPERTY:**

- 6.1. The parties recognize and acknowledge the confidential nature of the Confidential Information.
- 6.2. Neither party may disclose any Confidential Information other than:
- 6.3. (a) to its directors, employees, contractors or subcontractors to the extent necessary in the performance of the Contract;
- 6.4. (b) with the express prior written consent of the other party; or
- 6.5. (c) to its professional advisers.

## **7. GENERAL**

- 7.1. This Agreement shall enter into force with immediate effect and shall be valid until the complete fulfillment of contractual obligations.
- 7.2. 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.
- 7.3. Amendments: Except as specifically provided, no amendment to a Contract will be effective unless it is in writing and signed by both parties.

## **SECURITY & PRIVACY POLICY**

### **Day Translations, Inc. Privacy Policy for Customers and Clients**

At Day Translations, Inc. we pledge to maintain the utmost respect and confidentiality for all of our client's documents. Accordingly, Day Translations and all affiliates will use your personal information only for the following purposes:

#### **Our purpose in collecting personal information.**

We collect your personal information only for the purpose of invoicing you on your translation and sending you the final document. We do not store any of your personal information or redistribute it to any outside parties.



We only use personal information to:

- Contact you
- Deliver the services you request
- Develop and communicate special offers;
- Provide customer service

### **What information we collect and how we collect it.**

The information we collect may include:

- Contact information, phone numbers, service preference, billing information, and other information you provide when you do business with us.
- Your location and industry.

### **How we use personal information.**

- We do not sell or rent personal information to others.
- We do not use cookies on your website
- We do not disclose personal information to non-Affiliates except in the instance that
- you request us to do so.

### **We take reasonable steps to protect your personal information.**

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

#### **Contact Information:**

If you have any queries or complaints, please contact us in writing or via e-mail at the address below:

#### **Day Translations, Inc.**

415 Madison Avenue 15th floor  
New York, NY 10017, US

E-mail: [contact@daytranslations.com](mailto:contact@daytranslations.com)