

TERMS & CONDITIONS

The following Terms and Conditions (from now on, “Agreement”) constitute a binding legal agreement between Babilon Language Coaching, S.C., a global agency of translation and rigid communications for laws and jurisdiction of the City of Queretaro, Mexico (from now on, “Company”), and You (from now on, “Client”). By using our website, you agree to be subject to the arrangements contained in these Terms and Conditions. Shall you not wish to be subject to them, you must immediately interrupt the use of this website. We ask you to revise these Terms and Conditions every time you would decide to make use of our site, as the Agreement might undergo modifications without previous written notification.

1. Translation

1.1. These Terms and Conditions are applied to all the services provided by the Company, unless it has been otherwise indicated in written and agreed upon so between the two parties involved.

1.2. In order to meet the objectives of this Agreement, the “Services” can be defined as: 1) any translation, revision and correction of style; 2) services of interpretation; and/or other general linguistic services carried out by the Company for the Client.

1.3. The “Original Material” must be understood as any document, archive, book, data, and materials, electronics or of other type, provided by the Client to be an object of the services in question.

1.4. The “Final Product” should be understood as the final version translated from “Original Material”.

1.5. The formal application of global communication or services of translation will be called the “Order”.

1.6. The “Term” will make reference to the period of time needed to carry out the “Services” hired and to submit the “Final Product” to the “Client”.

1.7. “Confidential Information” must be considered as any information of private nature, as for the Company or the Client, including the information related to the actual Company, its employees, professional alliances, commercial activity, personal and professional contacts, strategic forecast, business development or, in general, any information obtained as a result of the provided and estimated services pertinent to the development or growth of the Company or the Client.

2. General

2.1. The headings of the clauses used in this document are only for reference and should not affect the interpretation or performance of these Terms and Conditions.

3. Our Services

3.1. The services must be provided in keeping with international quality standards.

3.2. All the translators, proofreaders, interpreters and any other employed personnel will be carefully selected to provide the Services, following the rigorous selection process of Babilon Language Coaching.

3.3. The Original Material is translated in accurate and rigorous manner. Certain alterations might be necessary to localize the content or to better the general interpretation of the text.

3.4. Babilon Language Coaching reserves the right to refuse a request at any time. In the case a request is denied, the client will be informed as briefly as possible.

4. Price and payment

4.1. The budget will only be effective when the Client has received written confirmation of the Order or when the Final Products have been sent to the Client. They are usually valid during one month.

4.2. The budget will be submitted to the Client assuming that the Order was carried out in a period of 30 days from the date when the estimated budget was issued.

4.3. All the prices will be established in accordance with the description of the Original Material provided by the client and the periods of time established for the delivery of the Final Product. The budget might be modified at any moment if the Original Material is considered to be insufficient, mistaken or of poor quality.

4.4. The payments include any cost deriving from guaranteeing the proper receiving of the Final Products (via post office, recorded, urgent delivery, etc.)

4.5. By accepting these Terms and Conditions, the Client accepts to make the payment under the conditions established by the Company. Failure to pay a bill will result in immediate suspension of any pending or future service.

4.6. A payment of 50% of the total will be necessary for the bills which exceed the amount of \$1,000 USD or in case of a new Client. The process of translation will not be started until the Company has received a receipt of the corresponding payment. The remaining amount shall be paid in accordance with established terms. Exceptional cases will be previously set forth in writing.

5. Delivery

5.1. The delivery terms requested by the Client will be taken into account, even though additional time might be necessary to complete the Order. Babilon Language Coaching will communicate this information when the final budget is agreed upon.

5.2. Babilon Language Coaching is not responsible for eventual term expansions of an Order because of extenuating circumstances, including (but not limited to) delivery delay or failure caused by subcontractor, war, civil conflicts, riots, strikes, fire, earthquake, exceptional meteorological conditions or governmental order. The Client will be properly informed about these delays.

5.3. The delivery will consist of the Final Product transfer to the Client, including (but not limited to) via post office, fax, e-mail or other mean of electronic delivery.

6. Responsibility

6.1. Babilon Language Coaching is not responsible for loss or damage undergone by the Client due to errors found in the translation or delayed delivery of Final Products.

6.2. The Company does not take on any responsibility to the Client for any loss or damage due to misleading information derived from some affirmation that was carried out by the Company or in name of it prior to the

Agreement, and the Client will not have a right to terminate the Agreement on the basis of the misleading information mentioned above.

6.3. The Company is not responsible for possible damages caused to the Original Material by the Client, or possible damages caused during the delivery of the translation or any other Final Product.

6.4. The responsibility of Babilon Language Coaching does not go beyond the contracted and subscribed services by the Client.

6.5. The Company does not guarantee services or work to be done without errors. Any inaccuracy must be communicated in a period of 30 days after receiving the Final Products. The company will be responsible for correcting the errors, within the reasonable, but in no way the Client will be free from carrying out the correspondent payments.

6.6. At the moment of delivery of the Final Product, the Client is assumed to have complete legal responsibility for his/her actions regarding the Final Product.

7. Intellectual property

7.1. The Client preserves the rights of the intellectual property, copyright or any other property rights associated with the translated Final Products, but he/she will extend the license of storage and permit of use to the Company with the purpose of providing the Services.

7.2. If the Client does not carry out the payment for the hired services, the intellectual property rights of the Final Products will be transferred to the Company.

8. Confidentiality

8.1. Babilon Language Coaching will take any necessary measures to assure that any Confidential Information handed to the Company by the Client is maintained strictly confidential.

8.2. The Client is also responsible for conserving the strictest confidentiality in relation to any Confidential Information provided by the Company.

9. Not recruitment

9.1. The Client will not try to recruit, employ or establish direct or indirect relation with any of the freelance employees subcontracted by Babilon Language Coaching during a period of three years.

10. Termination and Resolution of disputes

10.1. In case of the Client deciding to cancel the Agreement, the Client is responsible for the complete payment of the Order, unless it has been previously established otherwise and in writing.

10.2. The non-completion of the obligations and the conditions set forth in this Agreement will result in the immediate dissolution of the collaboration between the Company and the Client, and might result in engagement of civil or criminal actions against those who fail to comply with the Agreement.

10.3. This Agreement is governed and elaborated in accordance with the laws and jurisdiction of the City of Queretaro, Mexico.

10.4. In case of a conflict between the Client and the Company, the Reclamation must be notified to both parties within the reasonable period of time after the delivery of the Final Products.

10.5. If a competent Court of jurisdiction estimates any term or arrangement set forth in this Agreement being invalid, said arrangement will be declared invalid, but any other provision of the Terms and Conditions will not be declared invalid.

10.6. The Client will not provide false information, fraudulently obtained material, and will not accept to deliberately falsely sign the Agreement; if this happened; the collaboration between the Company and the Client will be immediately dissolved. This Agreement constitutes the complete agreement between the Company and the Client in relation to the services, and no representation, promise, understanding, oral agreement or of any other type which is not in the content of this document, will not have any validity or effect, unless it has been established in writing (for example, in the Agreement of the Level of the Services). Modifications to this document will not be valid unless they have been previously agreed on in writing and signed by the Company and the Client.