
Terms and Conditions

[Obligatorily applied to all services provided by TransTao Global]

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§1. Definitions

1. TransTao Global (and/or TransTao Traduction, TransTao Translation) is a trademark owned by Communication Mot-Réel Inc., a limited liability company, incorporated pursuant to the *Business Corporations Act, CQLR c S-31.1* and registered with the *Registraire des entreprises* [Enterprise Register Quebec] under business number 1169974574 in Quebec, Canada. The company's registered office is located at 935 Boul. Décarie, Bureau 216B, St-Laurent, Montréal, QC, H4L 3M3.
2. For the purpose of these Terms and Conditions, "the Translation Agency", "the Company", "we", "our" or "us", individually and/or collectively, refers to TransTao Global; and, "Client", "Customer" "your", or "you" represents the company, firm, body, organization, individual or any other entity entering into a services contract with TransTao Global. The word "work" refers to the body of text, table, graphics, font, or any other format that comprises a document and/or documents that is/are produced in the course of the languages (including but not limited to translation, interpretation and editing), marketing or DTP services provided by TransTao Global.
3. "Contract" means the Contract between TransTao Global and its Client under these Terms and Conditions. It may consist of the purchase order (PO) or any other acceptable equivalent written confirmation of the acceptance of the quotation by the Client as provided by TransTao Global.
4. "Finalized Work" and/or "Finalized Works" means all work and/or works in its/their final format

and delivered to the Client in accordance with the Client's instructions.

5. "Terms and Conditions" means these standard Terms and Conditions as set out below.

§2. Quotations

6. Quotations are based on the Client's description of the source materials, for the purposes of translation and/or any other request for services covered by the Contract that the Client may deem necessary.
7. Verbal quotations are provided for information purposes only and cannot be construed as binding upon the Translation Agency and must be confirmed in writing and agreed upon by the parties.
8. The Translation Agency reserves the right to charge an additional amount to the original quotation provided for the work to be performed if, after the commencement of the work, changes to the source text are advised by the Client. Such a charge will be agreed upon with the Client. Quotations are exclusive of all applicable taxes.

§3. Establishment and Execution of Contract

9. The Contract may be established by traditional means (order and written confirmation in person or by fax) or electronically (online: order and confirmation by e-mail or internet). The Translation Agency and the Client may make a flat-rate or other contract. The Contract must define the type of service to be provided, the document or documents which pertains/pertain to the service or services to be provided, the deadline for delivery of the finalized work, the payment terms and any special needs of the Client.
10. The Client must provide the Translation Agency with any and all information as required to assist the Translation Agency in the performance of the Contract. Such information includes, but is not limited to, a list of special abbreviations, basic background information, the name or names of a company or companies in the applicable foreign language or specialized terminology, or any assistance as required, in the event that the work comprises interpreting.
11. The Client represents, warrants and undertakes that the materials submitted by the Client shall not contain any information of an obscene, blasphemous or libelous nature and shall not (directly or indirectly) infringe upon the Intellectual Property Rights of any third parties.
12. The work shall be performed in accordance with the best practices and standards of the industry. The Translation Agency shall make best efforts to select translators, interpreters and any appropriate personnel to perform the works and produce the Finalized Works.
13. The interpreters selected are not always native speakers of the source and/or target languages; therefore the Translation Agency does not accept any complaints about the accents of the interpreters.
14. If the work to be performed comprises interpretation services, the Client shall provide the Translation Agency with as much background materials as possible, including but not limited to,

relevant speeches/presentations, at least two (2) days before the interpretation is scheduled to take place. The Translation Agency does not accept any complaint in respect of quality if the Client has not provided the requested relevant background materials.

§4. Prices

15. Unless otherwise stated, prices are quoted in Canadian Dollars (CAD) and are exclusive of all applicable sales taxes (Provincial Sales Taxes (PST), Goods and Services Tax (GST) and the Harmonized Sales Tax (HST)) or any other tax. The Translation Agency shall invoice the Client for all appropriate taxes and expenses for which the Translation Agency is liable to collect. The Client shall be liable to pay any penalties or interest on such taxes which are payable by the Translation Agency if the Client does not pay these taxes when due.
16. Unless otherwise agreed in writing and where a minimum charge is not applicable, the cost of the service to be performed is as follows: the cost of translation is based upon the number of words of text in the source language; the cost of interpretation is based on the number of hours or days; DTP is charged by number of pages.
17. All translation/editing/proofreading/ DTP services are subject to a minimum charge of CAD30.00 per language pair.

§5. Payment

18. Payment may be made by cheque, direct bank transfer, money order or Paypal unless otherwise specified in writing on the invoice. All payments shall be made without deduction or set-off of bank charges.
19. The Client must pay all invoices within fifteen (15) business days after the invoice date.
20. If the total cost of the work to be performed exceeds CAD1,500.00, fifty percent (50%) of the amount is due upon confirmation of the quotation.
21. Failure to pay any invoice in accordance with these Terms and Conditions or as specified in writing at the time shall entitle the Translation Agency to suspend further work on both the same order and on any other order from the Client.
22. The Translation Agency reserves the right to charge interest on overdue accounts, such interest to be calculated daily on the amount outstanding at the rate of five per cent (5%) above the published base rate of the Bank of Canada.

§ 6 Termination and suspension of Contract

23. The Translation Agency may terminate the contract at any time if the Client is in breach of any of its obligations under the Contract and these Terms and Conditions.
24. If the Client, for any reason, terminates the contract, any and all work completed up to the date of

such termination shall be due and owing by the Client. Any costs and/or expenses (including preparatory work and time) incurred by the Translation Agency as a result of said termination, shall be borne by the Client.

25. If the Client suspends or postpones the Contract, any and all work completed up to the date of such postponement and/or suspension shall be due and owing by the Client. Any costs and/or expenses (including preparatory work and time) incurred by the Translation Agency as a result of said postponement and/or suspension, shall be borne by the Client.
26. In case of Force Majeure, including but not limited to, any strike, lockout, industrial dispute, civil commotion, natural disaster, acts of war and/or any other event which may have materially affected the Translation Agency's ability to execute the Contract as agreed, the Translation Agency shall notify the Client, forthwith, of any such Force Majeure. Force Majeure shall entitle both the Translation Agency and the Client to terminate the Contract, but in any event, the Client undertakes to pay the Translation Agency for all work already completed.
27. Any termination of the Contract shall not prejudice any rights or remedies to which any of the contractual party may be entitled.

§7. Complaints

28. The Translation Agency does not warrant that the Finalized Works will meet all the specific requirements of the Client and unless otherwise agreed, the Translation Agency does not warrant that the operation of any Finalized Works sent to the Client will be uninterrupted or error free.
29. The Client acknowledges that any original works and Finalized Works submitted by and to the Client over the Internet cannot be guaranteed to be free from the risk of interception, even if transmitted in encrypted form, and that the Translation Agency has no liability for the loss, corruption or interception of any original works or Finalized Works.
30. The Client must notify the Translation Agency within fourteen (14) calendar days of delivery of the Finalized Works of any claim, query or complaint (individually and/or collectively the "Claim(s)") arising out of the provision of the works and/or the Finalized Works, including full details of the Claim. After that time the Claim shall be treated as invalid.
31. In case of dispute, the Translation Agency may send the delivered work to an independent expert, who shall review and comment on the delivered work. The Translation Agency shall then take the appropriate action, including but not limited to, rejection of the Claim, correction, as may be deemed necessary, to the delivered work, and/or compensation or price reduction in favor of the Client. If the Claim is deemed to be unfounded, the Client shall pay the costs of the independent expert.

§8. Liability, Guarantee and Limitations

32. TransTao Global shall not be liable for any innocent or negligent misrepresentation by virtue of any statement made by or on behalf of the Translation Agency prior to entering into the Contract,

whether orally or in writing, and the Client shall not be entitled to terminate the Contract on the grounds of any such misrepresentation.

33. TransTao Global shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising hereunder;
34. TransTao Global's total liability to the Client in respect of all other losses arising hereunder, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the amount charged by TransTao Global for the service. TransTao Global undertakes to reimburse only the proven damages up to the amount of the charge for the service.
35. Unless specifically agreed upon in writing, TransTao Global does not guarantee that the respective translation is permissible or appropriate to the client's purpose. This applies especially in the event that the translation is published or used for marketing purposes. For any project and in any situation, the client exclusively bears all legal risks pertaining to the servitude or publication of the translated texts.
36. TransTao Global does not accept liability for:
 - price discrepancies or other damages or costs arising from quotation requests involving a deviation from the true facts,
 - damages arising from the Client's partial or complete failure to fulfill its obligations hereunder,
 - ambiguous wording or ideas in the wording and content of the source text,
 - slippage and damages arising from formal or technical faults, included but not limited to, corrupted file, illegibility, and the like) and defective content in the source document,
 - damages arising from a fault in the transmission of the source document, or loss, damage or destruction of the document in transmission,
 - damages arising from source content which is in breach of copyright,
 - other late performance or damages for which the Translation Agency is not at fault.
37. The Client may lodge a claim against the Translation Agency for compensation in respect of unsatisfactory translation or editing only if the Client has requested the correction and is not satisfied with the result.

§9. Copyright and Confidentiality

38. Documentation provided by the Client shall be returned immediately upon completion or termination of the service. The client data and/or Finalized Work provided within the scope of the Contract shall be stored for archival purposes by TransTao Global, unless the Client specifically requests that they should be deleted.
39. The copyright of the Finalized Work is the property of the Translation Agency and shall be passed on to the Client only after full payment has been received. The Client hereby agrees to grant

TransTao Global (and its sub-contractors) a licence to store and use the work materials for the purposes of the service to be performed.

40. Both TransTao Global and the Client agree not to use or disclose to third parties any of the other party's Confidential Information, unless:
- 1) the disclosure is required by law or by any regulatory authority;
 - 2) the disclosure is made to the personnel of TransTao Global (or any of its associated companies), its sub-contractor(s) or to any person whose duties reasonably require such disclosure, and such disclosure is for the sole purpose of performing the contract between TransTao Global and the Client.

§10. Settlement of Disputes

41. In case of dispute, both TransTao Global and the Client should make best efforts to settle disputes amicably, failing which, at the request of either party, such dispute shall be referred to arbitration, to be heard by a competent arbitrator practicing in the Province of Quebec. The selected arbitrator shall be agreed upon by the parties, or upon application of either party to Arbitrators legally authorized to practice in the Province of Quebec. Both parties shall be required to share equally in the costs of the arbitration procedure.
42. If the dispute is not resolved by arbitration, either TransTao Global or the Client may commence civil litigation proceedings with a competent court within the jurisdiction of the Province of Quebec.

§11. Governing Law

43. These Terms and Conditions shall be governed by, and construed in all respects in accordance with, the laws of the Province of Quebec and the parties hereby submit to the exclusive jurisdiction of the courts of the Province of Quebec.

§11. Language

44. These Terms and Conditions are drafted in the English language only. In the case of any legal dispute of these Terms and Conditions, the English language version of these Terms and Conditions shall prevail.

§12. Changes without prior written notice

45. These Terms and Conditions are subject to changes without prior written notice.