



Talks Hub .net Translations

Fax: 0049 (0) 30 377 19 235

[translate@talkshub.net](mailto:translate@talkshub.net)

TRANSLATION SERVICES / ÜBERSETZUNGSDIENSTE / SERVICES DE TRADUCTION / SERVICIOS DE TRADUCCIÓN / УСЛУГИ ПЕРЕВОДЧИКА / TRADUKSERVOJ  
30 languages / 130 linguists / 24 hours availability

### **General Terms and Conditions**

The following **general terms and conditions** shall apply for the contractual relationship between and of the **Talks Hub Group agencies, including Talks Hub Translations** and its customers requesting specific services provided and advertised on the current website: Talks Hub Translations operates a translation service that is available to customers, world-wide, via the Internet/World Wide Web. The translations are done by qualified freelance translators that gain access to customer texts if they match with the client requirements.

### **Data Protection**

All translation assignments will be treated strictly confidential. Upon request, special non-disclosure agreements can be concluded. 100% confidentiality cannot be guaranteed during communication in electronic form between the customer, website and the qualified translators.

### **Offers**

We maintain high standards in sending the client our best offer for each order, in terms of price, quality and delivery time. A contract with Talks Hub Translations is formed directly by the transfer of the customer's order via electronic mail or by paying the requested amount of money displayed on the website. Our offer comprises a various range of services, to include translation, transcription, voiceover, interpreting, and other type of linguistic support.

### **Data**

Generally, the customer submits text in electronic form. Generally, the customer receives the translation in electronic form, as well. If needed the customer has to inform Talks Hub Translations of any other desired file format at the time the order is placed. The source material must be legible, and be transmitted at the time, and in the format, given by Talks Hub Translations. Talks Hub Translations is not responsible for delays in delivery resulting from the late delivery of source material, or delivery in a differing format. All changes and additions to the source material must be transmitted to Talks Hub Translations, after clear indication of the changes compared to the original version.

### **Prices and Deliveries**

Prices and delivery dates for the implementation of changes and additions to the source materials in translations, whose conveyance has already begun into the target language (author's corrections), will be determined according to the scope of the changes, and the scope of the percentage of the translation already made. Talks Hub Translations shall notify the customer with an estimate of the additional costs, before the changes and additions are implemented. Proofreading, subsequent text creation, acceptance of graphics and pictures as well as text assembly, production of printer's copies or Html documents, and the like, will be calculated according to the time expense, provided no firm price was agreed upon in advance. Generally, the source text calculations will be made the basis of word calculations.

### **Payments**

Each customer, if interested in the submitting translation projects to Talks Hub Translations, will send to us his source text and other relevant information to allow the requested translation. Talks Hub Translations will add the customer in the database and start translating procedures within the next maximum 48 hours of receiving an order, depending on the availability of translators and language pair frequency. In case of an order, the customer has to pay the requested amount in advance, unless otherwise agreed. The customer's payment shall be done by transfer to Ratiu, Bodea GbR bank account, by credit card or by means of bank draw by direct debit. The customer shall receive the invoice through the electronic mail.

### **Terminology**

Translations will be carried out with regard to spelling, grammar and linguistic usage according to the generally recognized rules of the target language. Talks Hub Translations translates technical terms and special vocabulary with the conventional and customary meaning. If the customer has a certain terminology or form request for the translation, deviating from the generally recognized rules, then he shall communicate this, and provide the corresponding instructions (sample texts, parallel texts, glossaries and such). The usage of the customer's specific terminology must be expressly agreed upon at the time the order is placed. Upon the translator's request, the customer shall grant technical consultation.



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### **Copyright**

Talks Hub Translations shall guarantee that the customer can use the translation without temporal and spatial restrictions, and without quantitative restrictions corresponding to the purpose communicated. The customer is also entitled to the processing of the translation, as well as to the transfer of rights to the translation to a third party by means of a license, or by some other means. Talks Hub Translations releases the customer from all claims of the translator. However, copyrighted rights of use for the translation shall not pass to the customer until after the complete payment is paid. The customer guarantees and confirms that the translation of the source material as well as the publication, the marketing and distribution, the sale and every other use for the translation being delivered, shall not represent a violation of patent rights, copyrights, trade mark rights, patent rights, or any other rights of a third-party, and that he is totally authorized to have the text translated. The customer shall release Talks Hub Translations from all claims concerning this matter.

### **Services**

Talks Hub Translations shall be obligated to carry out the translation in such a way that it contains no deficiencies. Insignificant deficiencies shall remain unconsidered. Further, Talks Hub Translations shall be obligated to ensure that the translation will be done without abridgements or additions, except the one required by considering the normal use of the language in the target language. Talks Hub Translations shall reserve the right to add comments, footnotes, etc., for the understanding of the text in the target language. The finished translation will be reviewed for completeness and data format, as well as other recognizable deficiencies at first glance, and sent to the customer. The date sent from Talks Hub Translations, and/or the time stamp of the e-mail, or of the FTP-server, shall be considered as the time of receipt of the translation. If the customer raises no objection within 14 days -- the deadline shall begin with the passing of the day on which the translation was verifiably sent to the customer (e.g., mail log) -- then, the translation shall be considered approved. In this case, the customer shall abjure from all claims that he could be entitled to due to possible deficiencies of the translation. If the customer criticizes a deficiency existing objectively, not just an inconsiderable deficiency, within the 14 day deadline, then this deficiency must be described as precisely as possible in writing. The customer has to communicate simultaneously within which time period the deficiency should be eliminated. Talks Hub Translations will thereupon initiate the removal of the deficiencies within the time period mentioned, provided this time period is reasonable, in all other respects, within a reasonable time period. If the first removal of the deficiencies fails, Talks Hub Translations is entitled to touch up the translation, in turn, on the basis of the deficiencies described in writing as precisely as possible by the customer, again. If the second removal of the deficiencies fails, the customer is entitled to a reduction of the fee agreed upon of his own choice, or to a cancellation of the contract. Upon the alternative last-mentioned, all rights to the translation shall revert back to Talks Hub Translations. The customer is only entitled to rights above and beyond due to translation deficiencies, if Talks Hub Translations, one of its legal representatives, or one of its agents has acted intentionally or with gross negligence.

### **Liability**

All liability claims, warranty claims and claims for damages shall be limited to the value of the order. If it turns out after the acceptance of the order by Talks Hub Translations, that the order cannot be carried out within the time period agreed upon, due to good reason (e.g., sickness of the translator, or technical defects in the network), Talks Hub Translations shall notify the customer immediately. If the supply of the translation service is not possible due to a higher power, or other unforeseeable events (e.g., traffic hold-up, strike, blackout of the power supply, or the like), then the expiration of any deadline shall be suspended during this time. The deadline shall not begin to run until the corresponding disruption is removed. Talks Hub Translations shall not be liable, if it was pointed out to the ordering customer, at the time the order is placed, that the deadline desired by the customer does not allow processing to live up to the usual requirements of quality. Legal rights exist exclusively to Talks Hub Translations for the customer, not to the respective translator or interpreter. Direct customer-translator contact is only possible with the consent of Ratiu, Bodea GbR company.

### **Final Provisions**

If any of the provisions be, or become, ineffectual, fully or in part, the remaining provisions shall remain in effect.



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### Applicable law

This agreement, in the broadest sense, is subject to the Germany law.

### Disclaimer for the website content authoring

1. *Content* The author reserves the right not to be responsible for the topicality, correctness, completeness or quality of the information provided. Liability claims regarding damage caused by the use of any information provided, including any kind of information which is incomplete or incorrect, will therefore be rejected. Parts of the pages or the complete publication including all offers and information might be extended, changed or partly or completely deleted by the author without separate announcement.
2. *Referrals and links* The author is not responsible for any contents linked or referred to from his pages - unless he has full knowledge of illegal contents and would be able to prevent the visitors of his site from viewing those pages. If any damage occurs by the use of information presented there, only the author of the respective pages might be liable, not the one who has linked to these pages. Furthermore the author is not liable for any postings or messages published by users of discussion boards, guest books or mailing lists provided on his page.
3. *Copyright* The author intended not to use any copyrighted material for the publication or, if not possible, to indicate the copyright of the respective object. The copyright for any material created by the author is reserved. Any duplication or use of objects such as diagrams, sounds or texts in other electronic or printed publications is not permitted without the author's agreement.
4. *Privacy policy* If the opportunity for the input of personal or business data (email addresses, name, addresses) is given, the input of these data takes place voluntarily. The use and payment of all offered services are permitted - if and so far technically possible and reasonable - without specification of any personal data or under specification of anonymised data or an alias.  
The use of published postal addresses, telephone or fax numbers and email addresses for marketing purposes is completely prohibited within the Ratiu, Bodea GbR company and all its activities, including the website content and related activities.
5. *Legal validity of this disclaimer* This disclaimer is to be regarded as part of the internet publication which you were referred from. If sections or individual terms of this statement are not legal or correct, the content or validity of the other parts remain uninfluenced by this fact.

This terms and conditions are applicable, without reserve, to any customer and potential customer of the Talks Hub Translations. In case of language barriers in understanding the terms and conditions applicable, it is under the full customer responsibility to make all efforts to adequately translate them into his or her mother language, in order to understand it completely, and such complete prior understanding and agreement is fully and legally assumed by Talks Hub Translations.

### Special terms and Conditions

The terms are general and may be completed by supplementary provisions, in a separate Special Terms and Conditions agreement, is the customer has particular requirements in this respect. The special terms and condition shall, in any circumstance, not nullify, in part or in full, and of the general terms and conditions hereby provided.

### Force Majeure

In case of force majeure, all terms and conditions are suspended without notice, till the fully recovery of our services.