

Terms and Conditions for the idioma online estimate service

This document contains the terms and conditions for accepting orders and performing services through the idioma online estimate service ("Estimator").

All assignments placed through the Estimator are entrusted to an idioma coordinator. Coordinators are staff employed by idioma to manage orders placed by clients. All coordinators, and other idioma staff, including translators, are bound by professional secrecy.

Projects ordered and placed via the Estimator shall include necessary project details, such as subject matter, delivery times and deadlines, necessary description of project and any additional information the client may deem important.

In issuing orders via the Estimator system, clients accept the charges and payment terms indicated in the Estimator interface as well as the terms set forth herein.

Acceptance of orders

Acceptance of orders made online is handled automatically. As much as possible, we will endeavor to meet the terms of each order, however, in rare cases, a coordinator may need to make changes to such terms, in which case the contact person indicated in the e-mail will be immediately informed by e-mail and, when possible, by a phone call.

As a professional language service provider, due to file content, text complexity and other reasons we reserve the right to at any time refuse orders placed through the Estimator even though the system may have accepted such orders.

Cancellation of orders

Cancellation of orders is possible via e-mail to coord@idioma.com or fax (+420 251 564 000) to an idioma coordinator. Cancellation shall be done in writing and must include your reference as well as our tracking number. All work performed up until such cancellation shall be invoiced and be due for payment by the client.

Cancellation of Mini Translations, up to 150 words, is unfortunately not possible since handling is automated and the delivery term is very short.

If you would like to amend or change text in an order that was already sent and accepted, this should be started as a new order or, alternatively, you can contact an idioma coordinator via e-mail at coord@idioma.com or fax (+420 251 564 000) with details of alterations to your order. We will as much as possible endeavor to meet your requirements.

Communication

All communication should be in English.

Although the conditions in this present document may exist in another language, the original English text shall apply as the final and binding conditions.

Estimated amounts

Due to what is stated above, estimated monetary amounts are estimates. In most cases the amount is fixed, however, depending on the circumstances, the final amount could vary. The coordinator will inform you beforehand of any such deviation from the indicated estimate amount.

For the NextDoc service, the word count in the PDF estimate may be slightly different from the actual word count in the DTP file because of the different file formats. The DTP estimate will be used as your final estimate.

File upload formats

The Estimator system handles the file formats indicated in the Estimator interface. To be able to correctly detect the file format, the file(s) you upload must have the correct extension for the file type. For technical reasons, it is not possible to estimate text volume from scanned documents and in images. Such documents should be sent by email to idioma for manual processing.

Other charges and handling procedures may apply to file types not indicated. Please inquire.

Governing law

idioma Co., Ltd. is based in Tokyo, Japan, while idioma s.r.o. is based in Prague, the Czech Republic. All transactions take place on idioma servers located in Tokyo and Prague. Issues related to the protection, infringement, or misuse of copyrighted materials as well as all other matters relating to your access to or use of this site shall be governed by the laws of Japan for Japanese clients or the laws of the Czech Republic for other clients. Any legal action or proceeding relating to or arising from your access to or use of this site shall be instituted in Tokyo, Japan for Japanese clients or Prague, the Czech Republic for any other client. As a client in Japan, you agree to submit to the jurisdiction of Japanese courts, while clients outside Japan agree to submit to the jurisdiction of Czech courts, and you further agree that venue in these courts is proper in any such legal action or proceeding.

Indemnification

You agree that you shall indemnify and defend idioma Co., Ltd. and all parties from whom idioma Co., Ltd. has licensed portions of content, and their directors, officers, and employees, against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of or related to (i) your breach of these Terms and Conditions or (ii) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic or other material you incorporated in text and documents that were not part of the standard Site Content.

Invoicing

Unless otherwise indicated or agreed on separately, accounts are usually closed at the end of the month, at which time an invoice is dispatched by email or standard surface mail, due for settlement within 30 days. Upon request, other closing dates are possible.

Regular settlement of invoices is a condition for continued use of this service.

Languages

The languages indicated online are the most common languages and language combinations. Please inquire manually, by e-mail or telephone call, for other language combinations.

Online Services

Stream service

Translation:

Translation of text from one language to another language of the languages indicated in the Estimator interface. Other languages and/or language combinations may be available. For details, please inquire.

Translation is performed by qualified native, human speakers only, while translated texts are also verified by a second native speaker. As much as possible, translators are familiar with the field they translate into and similar subject matters, however, depending on the case, exceptions may occur.

Translation Memory:

Handling of translation with Translation Memory products. Examples of Translation Memory include Trados, Transit, Wordfast and Metatexis.

NextDoc service

Comparison of text in a new PDF file against an old PDF file in the same language, and automatic reuse of translated text that match the old PDF file. Text segments in the new PDF file that cannot be identified in the old PDF will be handled as translation (see definition above), while reused text will be either checked by a native translator for its correctness or not checked depending on the selected choice by the client.

Please note that the layout and content of existing translations of the base file(s) out of necessity must match the original base file since reused text otherwise may not match the original text. idioma accepts no responsibility for incorrect text that has been generated as a result of poor text matching in the base files.

Orders

Once a project has been ordered by the client via the Estimator, it shall be considered as a binding order and shall enjoy equal status as a written Purchase Order issued by the client. All e-mail messages concerning any given order shall be considered as legally binding and shall have equal status as standard letters dispatched by normal surface mail services.

Guarantee commitment

idioma stands behind the quality of its products and services. In the unlikely event you are not entirely satisfied with your purchase from us, simply contact the coordination manager at coord@idioma.com with an explanation of your complaint and we will fix it immediately.

Please note this guarantee for mistranslation extends itself to technical terms and obvious mistakes, and not those of a marketing nature, e.g. style, which are highly subjective and impossible to evaluate, nor in case of the NextDoc service where incorrect text reuse can result due to poor text matching in the base files.

Prices and currencies

The prices and currencies indicated in the Estimator interface shall apply.

Unless otherwise agreed on, presented rates use Euro as a base and are converted into other major currencies according to the exchange rate on the day of the order.

Privacy

We maintain reasonable physical, electronic, and procedural safeguards designed to help us protect your personal information against loss, misuse, disclosure and alteration.

Reference material

For each project order, we accept reference material that is relevant to the project and reasonable for the project size. Please be sure to include a description for each reference file uploaded together with the project files.

Secrecy

Access to other idioma services related to the Estimator interface by clients is protected by unique user names and passwords. Users of the Estimator system shall safeguard log-in information and take measures to prevent such information reaching a third party. To this end, you may change the password as often as you wish.

We reserve the right to verify orders placed by clients at any time, even if such verifications can cause delivery delays.

Titles & Rights

All rights, title and interest in and to material provided by the client and, except as hereunder provided, as well as completed translations together with any and all copyright, know-how, and trade secrets therein shall remain the sole and exclusive property of the client or the rightful owner provided that the translations and copyright, know-how and trade secrets therein shall remain the property (but not the risk) of idioma Co., Ltd. until idioma Co., Ltd. shall have been paid in full for completed services.

Furthermore, the client agrees and acknowledges that idioma Co., Ltd. is the sole and exclusive owner of all rights, title, and interest in and to all methodology, information, software and databases used in relation to the web site and in providing the services, including translating the client materials, and also inventions, methodology, innovations, know-how, and databases developed by idioma Co., Ltd. in the course of translating the client materials, including any and all patent rights, copyrights, know-how, and trade secrets therein.

Word lists/Glossaries

We accept word lists/glossaries that are correctly formatted by MS Office or Open Office products or as PDF files and are relevant to the ordered project.

idioma Co., Ltd. may modify these terms and conditions at any time without any notice. Such modification shall take effect from the date that the amended terms and conditions are available for viewing on the web site or are otherwise communicated.

idioma Co., Ltd.