

ECORRECTOR – TERMS AND CONDITIONS

valid from 1 March 2017

I DEFINITIONS

1. **ECORRECTOR** refers herein to the brand owned by MD Online Sp. z o.o. with its registered office in Warsaw, ul. Kłobucka 7, NIP (Tax Identification Number) 5213639510, Regon (Business Statistical Number) 146369580.
2. **CLIENT** – business, institution or private individual being a recipient of eCORRECTOR's services.
3. **CONTACT PERSON** – person representing the Client and responsible for contact with eCORRECTOR, including for the placement of Orders.
4. **SOURCE TEXT** – text in any form submitted to eCORRECTOR for evaluation, translation or proofreading.
5. **TARGET TEXT** – text translated or proofread by eCORRECTOR.
6. **EVALUATION** – binding cost of the translation or proofreading of a text provided by a Client or the cost of any other service provided by eCORRECTOR. eCORRECTOR performs Evaluation free of charge.
7. **TRANSLATOR** – natural person or business working for or cooperating with eCORRECTOR in the scope of translation, proofreading or other services provided by eCORRECTOR.
8. **NATIVE SPEAKER** – native user of the language of a target text cooperating with eCORRECTOR in the scope of translation, proofreading and other services provided by eCORRECTOR.
9. **STANDARD PAGE** – 1500 characters with spaces.

The number of characters is calculated based on the indications in a text editor. In the case of complex text formatting (a large amount of embedded text, text boxes or tables) where the above mentioned devices may not be able to indicate the actual number of characters, eCORRECTOR uses for other specialised devices and may familiarise Client with them on request.

10. **PRICE PER PAGE** – price per one page of translation or proofreading construed as a price for 1500 characters with spaces and counted in the text submitted by a Client.

- in the case of simple (uncertified) translation submitted via email, a Client is not provided with a printed version, unless agreed otherwise
- certified translations are always submitted via email and in print

11. **SIMPLE TRANSLATIONS** or **UNCERTIFIED TRANSLATIONS** – translations which are not certified with a stamp and signature of a sworn translator.
12. **SWORN TRANSLATION** or **CERTIFIED TRANSLATION** – usually concerns documents to be submitted at offices, banks or institutions. Each such translation is translated in and certified for compliance with the document submitted for translation (an original, copied, or scanned version) by a certified translator entered on the list of

certified translators kept by the Minister of Justice.

13. **STANDARD PROOFREADING** – proofreading of a text performed by a native speaker of a given language. Its aim is to detect errors relating to spelling, grammar and syntax and to improve the overall quality of the text for the target reader.

14. **SPECIALIST PROOFREADING** – proofreading of a text performed by a native speaker of a given language (usually English) who holds a PhD (or other similar degree) in a domain related to the subject matter of the text. This service is targeted mainly at authors who intend to submit their papers for review before publishing them in international academic journals.

15. **ORDER** – binding commission of translation or proofreading made by the Client of the Contact person.

16. **DEADLINE** – day and time of submission of the Order to the Client. The Deadline is in each case agreed upon with the Client and confirmed via email.

17. **MODE** (the rate of performing a service)

a) **STANDARD MODE**

Indicative number of pages per 1 working day: 5

b) **EXPRESS MODE**

Indicative number of pages per 12 hours: 3-8. Performance of a service in express mode is subject to an additional charge of 30% of the standard price.

The time of executing a specific Order is in each case agreed upon individually and depends on the availability of Translators or Native Speakers.

Within each mode it is possible to establish individual conditions of reception/submission of an executed Order.

18. **THE SMALLEST STANDARD UNIT** – the smallest standard unit is 0.5 page counted as 1,500 characters with spaces.

II GENERAL PROVISIONS

1. The main area of eCORRECTOR's activity is the performance of written translation (standard and certified) and proofreading.

2. Translation and proofreading ordered at eCORRECTOR are performed by fully qualified Translators and Native Speakers who are obliged to exercise due diligence and follow generally applicable rules of translation and proofreading. Services provided by eCORRECTOR are performed in accordance with the present Terms and Conditions.

3. Offers presented on eCORRECTOR's website do not constitute offers in the meaning of Art. 66(1) of the Civil Code.

III EVALUATION

1) Each time before accepting the Order eCORRECTOR informs the Client of a binding cost of translation or proofreading and an indicative deadline. eCORRECTOR provides a binding cost after the Client submits a text to eCORRECTOR's email address. Depending on the amount and type of material submitted, a cost may be provided within an hour or within a time agreed upon with the Client.

2) Numbers in the text. In the case where the text submitted for translation or proofreading contains a large amount of numbers (such as financial data) eCORRECTOR does not include them in the Evaluation.

3) References and sources. In the case where the text submitted contains a list of references or sources eCORRECTOR does not include them in the Evaluation.

IV PLACEMENT OF ORDERS

1) PLACEMENT OF ORDERS BY INDIVIDUAL CLIENTS (PRIVATE INDIVIDUALS)

Individual Clients submit a text for evaluation and after receiving information on the cost of translation and proofreading they make a prepayment of 100% of the total cost of the service on the basis of an invoice provided by eCORRECTOR. Prepayment is tantamount to commission of the Order.

After receiving a payment or confirmation thereof eCORRECTOR send to the Client a confirmation of accepting the Order for execution.

2) PLACEMENT OF ORDERS BY BUSINESSES AND INSTITUTIONS

Businesses and institutions submit a text for evaluation, receive information on the cost of translation and proofreading, and then send to eCORRECTOR's email address confirmation of accepting the conditions presented in the offer.

After receiving information on the acceptance of conditions, eCORRECTOR sends to the Contact Person representing the business or institution a confirmation of accepting the Order for execution.

a) The Client's liabilities resulting from the placed Order

Confirmation of the Order by the Client is tantamount to:

- accepting the present Terms and Conditions
- accepting the cost of the service indicated in the Evaluation (or the cost of one standard page), including the amount of additional charge in the case of the express mode
- accepting the deadline indicated in the Evaluation

b) Cancellation of the Order during the time of execution

The Client is entitled to cancelling the Order at any time on condition that the part already executed has been duly paid for. There is no possibility of cancelling an Order already executed. This also concerns a situation where the service was performed beforehand.

V PAYMENTS

1) Prepayment

a) Individual Clients

All individual clients are asked to make a prepayment of 100% of the total cost of the service.

b) Businesses

eCORRECTOR reserves the right to ask prepayment of businesses which place orders for the first time or which have a past record of exceeded dates of payment. The amount of such prepayment is agreed upon individually.

2) DATES OF PAYMENT

a) individual clients – 3 days

b) businesses and institutions – 7 to 14 days or according to individual agreements.

VI LIABILITY

eCORRECTOR always strives to maintain the highest standards for the translation and proofreading services we provide. Whilst all reasonable efforts have been made to ensure the accuracy of the translated or proofread text, it is possible that portions may be incorrect.

- a) No liability is assumed by eCORRECTOR for any errors, omissions or ambiguities in the translated or proofread text.
- b) Should you discover any defect in the quality of the text please contact us within 60 days of receipt of the text.
- c) Where any complaint is deemed to be valid with in respect of the Services provided, based on any defect in the quality of the services or their failure to meet specification, eCORRECTOR will in accordance with these conditions be entitled to reperform the services free of charge or at the eCORRECTOR's sole discretion refund to the Client the price of the services (or a proportion of part of the price) but eCORRECTOR will not have any further liability to the Client.
- d) In any event of any liability arising from direct, indirect, special or other consequential damages, eCORRECTOR's liability shall in no case exceed the value of the cost of the services.

In the case of Orders executed in the express mode eCORRECTOR reserves the right to divide the text between two or more Translators or Native Speakers which may result in discrepancy of terms used in the target text. The Client is informed in advance whenever such a solution is applied.

VII FINAL PROVISIONS

1. eCORRECTOR may execute Orders on conditions different from those indicated in the present Terms and Conditions or the price list. Those conditions are then agreed upon individually with the Client.
2. eCORRECTOR reserves the right to amend these Terms and Conditions. The applicable Terms and Conditions are published on eCORRECTOR's website with its effective date indicated.
3. In matters not regulated herein the provisions of the Civil Code and Copyright and Related Rights Act of 4 February 1994 shall apply. (DzU [Journal of Laws] No 24, item 83 as amended).