



TRUSTLATIONS, INC.
Translations you can trust

TRUSTLATIONS WEBSITE TERMS OF SERVICE

DEFINITIONS

“You” means you as an individual, or if applicable, the company or other legal entity you represent.

“User” / “Users” means any visitor(s) to this website or the Service who is/are (a) registered user(s) or is/are not (a) registered user(s).

“Customer” / “Customers” means visitor(s) who is/are also (a) registered user(s) of the Service.

“Translators” means third parties who engage with Trustlations and Customer(s) to provide content translation services as contractors of Trustlations (not employees).

“Service” / “Services” means all the Trustlations.com website, services, apps, and related technology, and the provision of language services, which may include translation, proofreading, copy editing, copywriting, interpretation, transcription, or other related services that may derive from these, provided in connection with the foregoing.

“Orders” means any order for Services created by a Customer, and accepted by Trustlations via the Platform or otherwise in writing.

“Client Materials” means the source content for translation by the Service, and any guidelines, glossary and other materials provided by Customer.

“Translated Works” means the content translated from the Client Materials.

“Quality Levels” are defined and described in the Trustlations Quality Policy (e.g., Basic, Expert, Proofreading)

“Platform” means Trustlations’ online portal and platform where you can access your Trustlations Account, initiate Orders and access the Service.

“TWOS” means these Trustlations Website Terms of Service and any policies, guidelines, or other documents referenced herein.

General

1. This is a legal Agreement (hereon referred to as "Agreement") between you and Trustlations, Inc. (hereon referred to as "Trustlations", "we", "us" or "our"), which will apply to you in respect to any and all Services offered by or acquired (hereon referred to as "Services") from the Website. This Agreement sets forth the Terms and Conditions governing the access and use of our Website.

Trustlations, Inc. is a for-profit corporation with principal address at:

7950 NW 53rd St., Ste. 337

Miami, FL 33166-4791

United States

PLEASE READ THIS AGREEMENT CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, AND/OR OTHERWISE USING THE WEBSITE OR THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, THEN PLEASE DO NOT ACCESS, BROWSE OR OTHERWISE USE THE SERVICES.

2. Trustlations.com is a Website (hereon referred to as the "Website") service created in order to mediate between freelance translators ("Service Providers", "you", and/or "your") and Users & Customers (hereon collectively referred to as "Users", "Service Buyers", "you", and/or "your") through the Internet. If you wish to be registered, engage in transactions with other Members (i.e. registered users, "Members", "you", and/or "your") and use and/or pay for the Services available at the Website, read the following conditions and confirm your consent.

3. This Agreement may be changed at any time by Trustlations. It is the sole responsibility of the User to check, from time to time, the current version of the Agreement. The User waives any claim regarding this issue.

4. Use of this Website and its Services signifies the acceptance of the following Terms and Conditions. If you do not agree with these Terms and Conditions, please do not provide Trustlations.com with any information and do not use Trustlations.com Services or this Website. Your continued use of Trustlations.com Services or this Website in light of changes to this statement or to the relevant principles will signify your acceptance of the changes.

5. When you register on the Website you are asked to create your own profile. Your profile includes, but is not limited to, personal information such as your User name, your e-mail, languages you know, and general information you wish to disclose about yourself. Your login information through 3rd-party services such as Facebook, Google Plus and LinkedIn adhere to those 3rd parties terms of service and privacy policies. You can visit the 3rd parties websites individually and search for their most recent terms and policies for more information.

6. Upon successful registration, you become a Member of the Website (a "Member"), and for as long as you remain a Member, you agree to comply with the applicable Terms and Conditions of this Agreement (the "Terms"). In case you only visit the Website and you do not register as a Member (a "User") you are still obliged to some of the conditions and Terms of this Agreement. Website Members can be Language Services Buyers, Language Services Providers or both at the same time.

7. Trustlations and you may terminate this Agreement at any time, for any reason whatsoever, effective upon sending written notice to the other party by electronic message (i.e. e-mail). The corresponding decision by Trustlations takes effect at the moment of sending such a notice to the electronic address, provided by you during registration, or to any other e-mail address, provided by you to Trustlations.com. If you send a notice of termination, the corresponding decision by Trustlations takes effect within several days. Your Membership shall concurrently terminate, without an obligation to make a payment, rebate or refund on the part of Trustlations. Trustlations does however reserve the right to suspend or terminate your Membership at any time, without notice, if you breach this Agreement or any other Terms and Conditions posted on the Website, from time to time.

8. Trustlations assumes no responsibility whatsoever for your use of the Website and/or Services. It is for your sole, personal use and you may not distribute your User name and password allowing others to use the Services through your Membership.

9. You will not hold Trustlations responsible for the Services provided by the Language Services Providers, including translation provided by the Language Services Providers. You acknowledge that Trustlations.com is not a traditional translation service. Trustlations is not involved in the actual transaction between Language Services Buyers and Language Services Providers. Trustlations has no control over and does not guarantee the accuracy, quality, safety or legality of the translations provided by the Language Services Providers, the truth or accuracy of Language Services Providers' language skills, the ability of Language Services Providers to translate accurately, or that a buyer or seller will actually complete a transaction.

10. You acknowledge and agree that Trustlations is not liable for any loss or damage which may be incurred by you as a result of the Services, or as a result of any reliance placed by you on the accuracy or completeness of the translations provided to you by the Language Services Providers.

11. Without prejudice to any of the aforesaid, it is hereby acknowledged that User is the sole owner of all intellectual property rights in and to any materials submitted by User via this Website for translation, and Owner hereby assigns and transfers to the User and its assigns, any intellectual property rights it may have with respect to the original materials submitted via this Website by the User and/or the translation thereof performed by Language Services Providers.

Before requesting the translation of a document, the User must ensure that this does not infringe on any third party rights. Therefore the User must be the author of the original materials submitted by User via this Website for translation, or have obtained written permission to have the materials translated from the party holding the copyright to the document. User shall protect Language Services Providers and hold Language Services Providers harmless from any allegation to the effect that the text, models, drawings, forms and other materials and documentation provided by User to Language Services Providers violate any right of a third party.

If these conditions have or have not been ensured by the User, under no circumstances shall the Language Services Providers be held liable if all, or a portion of the materials to be translated were to infringe on the rights of a third party or violate any applicable regulations, nor for any use and/or misuse by the User of the materials submitted by the User via this Website and/or of the translation thereof performed by Language Services Providers or its assigns. If this were to occur, the User shall be held solely responsible for any harm or financial consequences resulting from the User's negligence.

Furthermore the User acknowledges that the translation is a new document, whose copyright is held jointly by the author of the original document and the Language Services Providers. As a result, for literary or artistic translation, and without harm to the Language Services Providers' rights to the work, the Language Services Providers reserves the right to require that the Language Services Providers' name be mentioned on any copies or publications of the translation, in compliance with Copyright Office regulations codified in the United States Code of Federal Regulations (CFR) (Title 37—Patents, Trademarks, and Copyrights), also known as Circular 96.

Unless agreed upon otherwise, User and its assigns will be granted a perpetual license to use the Language Services documents upon full payment by User to the Language Services Providers and upon delivery of corresponding materials from Language Services Providers to User.

Whereas all copyright conditions are met as abovementioned, the User has undertaken to publish at its own risk and expense the written rendering of the Language Services and the Language Services Providers undertakes to produce a language document of the Language Services from source language into target language on behalf of the User.

Age Restrictions

Use of the Services is strictly prohibited to minors or any person under the legal age in his or her country and prohibited to any person under the age of 18. If you misrepresent your age, your registration as a Member will be cancelled. By using the Website, you confirm and guarantee that you meet age restrictions requirements. For related details please find details on Privacy Policy.

Description of Services & Payments

1. Trustlations.com offers tools, Services, and other resources on its Trustlations.com Website of particular interest to freelance translators and to those seeking to hire the services of freelance translators. The Trustlations.com platform acts as a transaction medium between freelance translators and those hiring the services offered and carried out by freelance translators.

2. Service Provider has to follow service rules, including but not limited to time limits to finish each project undertaken and Service Buyer acceptance of translated results, in order to be credited with payment. Payment will be fulfilled to the Service Provider within 45 days after the Service Buyer accepted the translated results, if complains were not received from the Service Buyer regarding the services provided by the Service Provider.

3. Trustlations will require an invoice from Service Provider Member once project is cleared. The payment will be executed within 45 days after the Service Provider submits invoice or project is cleared, whichever is later. Payment will be executed via PayPal only. All payments will be made in US funds. Trustlations reserves the right to suspend a payment if the source of the funds is suspected to be fraudulent. Any funds received from an account having made a fraudulent deposit (e.g. stolen credit card) will be reversed immediately. If in a fraudulent payment situation a payment has already been processed, you will be expected to return the funds to Trustlations.com account. Failing which shall be considered a breach of this Agreement. Without derogating from your obligation to return the funds you shall face account termination. Language Service Providers shall be paid in full with a legal / non-fraudulent account.

4. Any Member of the Website that Trustlations removes from the Website due to violation of the Terms and Conditions will receive no credit or payment.

Dispute Resolution

1. Any disputes regarding arrangements between Language Services Providers and Language Services Buyers will be resolved by Trustlations solely.

2. You hereby release Trustlations from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, related to such a dispute.

3. You acknowledge and agree that Trustlations is not liable for any loss or damage which may be incurred by you as a result of the Services, or as a result of any reliance placed by you on the accuracy or completeness of the translations provided by the Language Services Providers. Access and Proprietary Rights

4. So long as you comply with this User Agreement, you are authorized to access, use and make a limited number of copies of information and materials available on this Website only for purposes of your personal use. Any copies made by you must retain without modification any and all copyright notices and other proprietary marks. The pages and content on this Website

may not be copied, distributed, modified, published, or transmitted in any other manner, including use for creative work or to sell or promote other products. Violation of this restriction may result in infringement of intellectual property and contractual rights of Trustlations and could result in substantial civil and criminal penalties.

Trustlations.com and other identifying marks of Trustlations.com are proprietary to Trustlations. You may not use these marks for any purpose without the express prior written consent of Trustlations. Except as expressly set forth above, User Agreement does not grant you any express, implied or other license or right under any patent, trademark or copyright of Trustlations.com.

5. The contents of this Website are protected by copyright and may not be copied or otherwise reproduced without Trustlations' written permission except as expressly set forth above. Users/ Members may not publish or create derivative works from the contents of this Website for any public or commercial purposes.

Member/User Representations and Warranties

1. As a Member/User:

a. You will only use the Website and the Services in a manner that is accepted and legal according to all applicable laws and regulations.

b. You will adhere to our acceptable use policies and all other Terms and Conditions relating to your usage of the Services in respect of the Website, and will not transmit junk messages, advertisements or any type of solicitation whatsoever of any products or Services to any other Members of the Website.

c. You are strictly prohibited from attempting to negotiate the fee for a project with another Member directly (outside of Trustlations.com) after that project has been created/opened and before that project has been closed (basically, during an ongoing project). This also applies to any project that was closed without translation results delivered by the Language Services Provider. We believe our commissions are very fair and justified for the Services we provide, and we will not tolerate any of this activity on Trustlations.com.

d. You will not in any way copy, modify, publish, transmit, display, sell, distribute or reproduce copyrighted material, trademarks or other protected proprietary information without the express written consent of Trustlations of such materials.

e. By posting information or content to any public area of the Services, you automatically grant, and you represent and warrant that you have the right to grant Trustlations and other Members an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

f. Your use of the Services is strictly at your own risk and you are solely responsible for your contact, whether it be written, verbal or in person, with any other Member/User of the Website. Trustlations and its officers, directors, employees, agents, affiliates and third parties assume no responsibility whatsoever for harm that may come to you as a result of your contact (of any form) with any other Member/User of the Website (including but not limited to emotional, verbal and physical abuse or assault).

g. You will not communicate, publish or display to any other Member/User any form of defamatory, slanderous, offensive, inaccurate, abusive, profane, obscene, sexually offensive, threatening, harassing, racial, or illegal material, including but not limited to nude photos of yourself or others, pornographic photos or images and any other type of unlawful or unacceptable material, as decided by Trustlations. Trustlations reserves the right to remove any such material from the Website without notice.

h. You will not engage in, and Trustlations is not be responsible for, any form of harassment, offensive or abusive behavior of any kind whatsoever that may be harmful to any other Member/User of the Website (including but not limited to physical and emotional damage).

i. You will not use the Website, Services or your profile for any purpose other than Language Services, including but not limited to translation, proofreading, editing, copy editing, line-by-line reviews and interpretation.

j. Illegal and/or unauthorized uses of the Website, including collecting Usernames and/or e-mail addresses of Members by electronic or other means for the purpose of sending unsolicited e-mail, forwarding commercial or other offers to other Members by this Website or by e-mail or other means external to the Website, and unauthorized framing of or linking to the Website will be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress.

k. In order to protect our Members/Users from improper advertising or solicitation, and to maintain usage integrity on the Website, we reserve the right to restrict access by all Members to all or certain elements of the Services on a per-action basis, such levels to be determined in our sole discretion from time to time, whether determined in respect of a specific period or otherwise.

l. You agree that we reserve the right to change any of the Terms, rights, obligations, privileges or institute new charges for access to or continued use of Services at any time, with or without providing such notice as the Website may determine appropriate. All changes will be available for view online or may be e-mailed to you at Trustlations' discretion, and you are responsible for reviewing the information and Terms of usage as may be posted regularly to obtain timely notice of such changes. Continued use of the Services or non-termination of your Membership after changes are posted or e-mailed constitutes your acceptance or deemed acceptance of the Terms as modified, regardless of whether the notice or e-mail was successfully received, read, or lost during transmission.

m. You will defend, indemnify, and hold harmless Trustlations, its officers, directors, employees, agents, affiliates and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees on a solicitor and his own client basis) relating to or arising out of your use of the Website or Services, including any breach by you of the Terms of this Agreement or other Terms and Conditions posted on the Website from time to time.

n. Please note you may be involuntarily exposed to offensive or obscene materials that may have been posted by Members/Users, hackers or unauthorized Users from time to time. Please note that it is possible for others to obtain your personal information and use it to engage in an action that may be harmful to you or injure you. Trustlations is not responsible for the use of any personal information that you choose to display, publish or distribute to other Members/Users.

o. Trustlations reserves the right but has no obligation, whether on the basis of complaints or on its own initiative, to monitor any messaging or other activity and the materials posted in the public areas of the Website, and to review usage, activity or the content of any messages, materials or other interchanges which are otherwise posted, sent or transmitted via the Website.

p. Trustlations shall have the right in its sole discretion to remove any material or profiles, regardless of whether Trustlations determines that such materials or profiles violate, or are alleged to violate, the law or this Agreement.

q. Notwithstanding the foregoing, Trustlations does not undertake to control or edit any communications between its Members, and such communications may be offensive to you. You assume full responsibility and you assume all risk for the use of the Services, and you are solely responsible for evaluating the accuracy, completeness, and usefulness of all Services, products, communications, and other information.

r. All communications between Members are at the Members'/Users' sole control and risk.

s. In no event Trustlations or its affiliates will be liable for any incidental, consequential, or indirect damages (including, but not limited to, any deaths, threats, torts or injuries committed by any other Members/Users, damages for loss of data, loss of programs, cost of service interruptions or procurement of substitute Services) directly or indirectly arising out of the use or inability to use the Services, even if Trustlations, its agents or representatives know or have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, the liability to you by Trustlations, its affiliates, for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you for the Services during the term of membership and/or use.

t. Under no circumstances will Trustlations, or its affiliates be responsible for any loss or damage resulting from your use of the Website, your reliance on information or other content posted on the Website, or transmitted to Members/Users.

u. You will not use any automated collection mechanism or any manual process to monitor or copy the web pages comprising the Trustlations.com Website or the content contained therein without the prior written permission of Trustlations.

v. You will not create multiple User accounts to avoid fees, suspension or bad ratings on Trustlations.com.

w. You will not contact Users or Members or freelance translators or translation companies through our Website or through information gained from our Website with the intent of subverting them from using our Services.

2. As a Service Provider:

a. You will not redistribute any of the content (information) on Trustlations.com, including but not limited to text submitted by Language Services Buyers, the translated results, private messages, documents.

Owner Responsibilities

1. Neither Trustlations nor its affiliates guarantee the accuracy, completeness, or usefulness of any information on the Website, and neither adopts nor endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made.
2. The Services are provided on an "as is" basis without any warranties or conditions of any kind, express, implied, statutory, in all communication with Trustlations, its affiliates or its representatives, or otherwise with respect to the Services.
3. Trustlations and/or its affiliates specifically disclaim any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Neither, Trustlations nor its affiliates warrant that your use of the Services will be secure, uninterrupted, always available, or error-free, or will meet your requirements, or that any defects in the Website will be corrected.
4. Trustlations and its affiliates disclaim all liability, regardless of the form of action, for the acts or omissions of other Members or Users (including unauthorized Users, or "hackers") of the Website or Services.

Laws and Regulations

1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.
2. Any disputes or legal proceedings arising out of or relating to this Agreement shall at Trustlations' election be determined via arbitration under the jurisdiction of Florida (pursuant to the arbitration act), or in the courts of the State of Florida.

Language Service Provider Non-Disclosure Agreement (NDA)

1. You agree to keep all information—including but not limited to customer data, source text, content, source files, prices, agreed terms and the translation itself—secret both during the translation project duration and following its termination, indefinitely. This applies also to the existence and contents of this Agreement.
2. How you obtain the information is of no consequence. The obligation to observe secrecy applies to all information acquired in the course of the translation project duration, by happenstance, or in the course of some other activity within the scope of the working relationship.
3. Care shall be taken in particular to ensure that the aforementioned data and information are not seen or disclosed by employees, freelancers, other third parties, or family members. You are liable for all damages arising from breach of the obligation to observe secrecy, as well as for your own negligence.
4. If it is necessary that you enter into direct contact with a customer of Trustlations, you agree to keep confidential all such terms and other internal business information as exist between Trustlations and you. You shall act on behalf of Trustlations whenever you are in contact with a customer of Trustlations.
5. This obligation applies in particular to "Translation memories" (TMs) and glossaries provided by Trustlations or the customer of Trustlations. Trustlations may provide TMs and glossaries for use exclusively by you. The TMs and glossaries may be used only for orders placed by Trustlations or its customer. The TMs and glossaries shall not be disclosed in full or in part to third parties in any way, irrespective of whether the TM or glossary is provided free of charge or for a fee. Third parties shall not be provided with or granted knowledge of any or all of the contents or structure of the TMs and glossaries. TMs and glossaries supplied by Trustlations or its customer shall be re-submitted to Trustlations and subsequently deleted following termination of the relationship with Trustlations (or with the end customer). Any changes shall be reconciled with Trustlations and shall be added to the TM or glossary only with the consent of Trustlations.
6. Should there be any doubt as to the confidentiality of information, you agree to consult Trustlations for clarification. If clarification cannot be obtained, it shall always be assumed that data or information are confidential.
7. This Agreement does not apply to information that is already known, that is public, or that has been disclosed by third parties without a breach of confidentiality. It also does not apply to information that must be disclosed owing to legal provisions, final court decisions, or official directives. Insofar as legally permitted, however, you, if required to make disclosure, shall inform Trustlations of the disclosure in advance or without undue delay, and shall make every effort to prevent the information from becoming generally known and to enter into an appropriate confidentiality agreement.

8. You confirm that you have a professional liability for any financial losses arising from errors or omissions in translations, interpreting services, editing or proofreading work done in Trustlations.

9. All confidential information and its embodiments remain the property of Trustlations and shall be returned, whether requested or not, at the end of the translation project duration or if preliminary business discussions with a customer do not result in an order. At the same time, retention, copying, and all forms of duplication of documents, data media, or other copies are forbidden.

Miscellaneous

1. This Agreement contains the entire Agreement regarding the use of the Website and its Services.

2. This Agreement may only be amended with the express consent of Trustlations. Unless otherwise explicitly stated, the Terms will survive termination of your Membership to the Services. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

3. Your profile information, as well as your photo, may be displayed to other Users of the Website. If you post personally identifiable information in areas of the Website accessible to other Users, you should be aware that such information can be read, collected, or used by other Users, and could be used improperly (including for example to send you unsolicited messages). We are not responsible for the personally identifiable information you choose to submit in these Website areas or for any damage that can be done as a consequence.

4. The material in this website could include technical inaccuracies or other errors. The User's use and browsing of the website is at the User's risk. Neither Trustlations.com nor any other party involved in creating, producing or delivering the website shall be liable for any direct, incidental, consequential, indirect or punitive damages arising out of the User's access to, or use of, the website. Trustlations.com does not warrant that the functional aspects of the website will be uninterrupted or error free, or that this website or the server that makes it available are free of viruses or other harmful components. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to particular Users. Trustlations.com reserves the right to make changes to this website at any time without notice.

5. This version of the Agreement was created on July 18, 2016.

For Privacy Policy please [click here](#).