

Foreword

These General Terms and Conditions shall apply to all questions and disputes arising from the business relationship between the client (hereinafter referred to as the "Client") requesting the language services, as defined below, and FAST.TXT (hereinafter referred to as the "Translation Agency").

1. "Translation" services shall mean the modification of a document in such a way that it expresses what has been said in a particular language in a different one as requested by the Client.
2. "Interpretation" service means a service provided to facilitate communication between persons who speak different languages.
3. "Transcription" service means the conversion into text of information that is in audio or video format as provided by the Client.
4. "Subtitling service" means the service of translating what is spoken in a video by inserting the text in it.
5. "Localization" means the service of translating and adapting a content or product to the same or a different language, taking into account the linguistic context, the cultural environment and the technical requirements.
6. "Revision and correction" means the service of checking and analysis carried out by a second linguist other than the one who performed the original translation.
7. "Languages for professionals" is understood to mean the service that involves providing the tools and knowledge necessary for the Client to be able to deal with situations with specific terminology.
8. "Content creation" means the service provided by our professional writers on any subject and in any language, the aim of which is to generate traffic on the client's website and social networks in order to increase sales.
9. "Desktop publishing and document management service" means the service provided by the layout artists and document managers to present the translations in the best possible way, taking care of the quality of the final document.

These General Terms and Conditions together with the Order Form (quotation) attached thereto shall be considered a single document and shall form part of the Contract between the Client and the Translation Agency.

These General Terms and Conditions shall apply as a general rule to the relationship between the Client and the Translation Agency, unless other conditions have been agreed in writing and signed by both parties.

THE CLIENT MUST CAREFULLY READ THESE GENERAL CONTRACT CONDITIONS BEFORE PLACING AN ORDER. The Customer shall be deemed to have accepted these conditions as soon as they send the first Order; **Error! Marcador no definido.** to the Translation Agency.

The possible invalidity of any clause of these Conditions shall not affect the validity of the remaining provisions.

The Client's own general terms and conditions shall only apply after the Translation Agency has expressly accepted them in writing.

1. ORDERING

The Client may request a quote by entering the website located at www.fasttxt.es and, by selecting the "ask for a quote" or "contact" button. The Client must fill in the boxes that appear in order to request the desired order. Once the Client has completed all the fields, they must select the option "I accept the General Conditions" and can then select the option "send".

The Client may also request a quote by calling or sending an email to the phone/email address listed on the website.

Once all possible doubts about the scope of the assignment have been resolved, the Client will receive from the Translation Agency, in writing, a formal quotation for the services requested and the Terms and Conditions applicable to the said quotation.

Only upon receipt of this quotation and always in writing (in the form of an e-mail), the Client may proceed with the acceptance of the quotation (and with it automatically also of the Terms and Conditions). The Translation Agency must confirm the Order Form within 24 hours. This period includes Saturdays, Sundays and public holidays in Spain during which the Translation Agency will be open.

The Order Form shall not be valid or effective between the Parties until it has been confirmed by email by the Translation Agency. In order for the Translation Agency to confirm an Order Form, it must have all the necessary resources at its disposal before starting to carry out the assignment.

The Translation Agency cannot be held responsible for delays or errors in work due to an Order Form being defective, incomplete or unclear.

The Client undertakes to inform the Translation Agency, at the latest when the Order is placed of all aspects of importance for the completion of the assignment, such as languages, delivery date, terminology, purpose, format, etc.

In the event that these details change any important aspect of the Order, the price may be modified.

If the Client has not informed the Translation Agency of any important aspect regarding the Order, the Client shall not be entitled to any compensation or discount on account of deficiencies caused by the performance of the order.

2. MODIFICATION AND CANCELLATION OF THE ORDER

If the Client wishes to change the Order after it has been placed, the Translation Agency reserves the right to change the delivery date and the prices originally agreed.

All changes must be confirmed in writing (email).

The Customer shall only be entitled to cancel an Order if the delivery date and its prolongation has been exceeded out of all proportion.

If the Client cancels an Order without being authorized to do so, they shall be obliged to pay the full amount of the Order according to the conditions initially agreed upon or, failing that, according to these General Conditions. Under the applicable law, there is no right of withdrawal.

In the case of interpretation, if the Client postpones the date of the meeting less than one week in advance, there will be a surcharge of 25% plus per diem and expenses.

Order cancellation must be made in writing (email).

Should the Client be unable to meet its payment obligations, whether due to bankruptcy, dissolution or otherwise, it undertakes to inform the Translation Agency immediately of the situation. The Translation Agency may immediately stop the Order; **Error! Marcador no definido.** and require immediate payment in accordance with the services already rendered before continuing the work.

3. PRICES AND RATES

The prices and rates shown on this website are for guidance only and are to be understood as being in euros unless expressly otherwise stated. In any case, the Client will always receive a quotation in which they can see the price for each specific Order before submitting the Order Form.

Prices will be calculated per document, per hour, per word, per standard line (55 keystrokes) or according to the system that the Translation Agency considers most appropriate in each case.

Prices may change according to the degree of difficulty, urgency and format, among others. In this case too, the Translation Agency will inform the Client in the quotation of the prices that are applicable.

To the prices indicated on the website or in the quotation must be added the costs of transport, accommodation and delivery of documents, if applicable and if the Client has not informed the Translation Agency of this at the time of the request for a quotation. Therefore, if the Client wishes, for example, to receive a translation by ordinary mail or courier, it must give notice of this during the request for a quotation, otherwise this service will not be included and the Client will have to pay for it or collect it from the Translation Agency's offices.

4. SWORN TRANSLATIONS

The Translation Agency guarantees that its sworn translators are authorized to certify translations in the country for which the sworn translation is expressly requested and that these translations will therefore be fully valid there (by default, if the client says nothing about it, the sworn translations will be carried out by sworn translators in the country where the office to which the client has addressed itself is located).

However, under no circumstances can it be guaranteed that other countries will accept the translation produced and stamped by the aforementioned sworn translator, nor that the document itself will be valid for the client's purposes (the client will have to inform itself about the procedures and documents necessary to achieve its purposes).

5. DEADLINES

Delivery deadlines are binding on the Parties only after express confirmation of the Order by the Translation Agency.

Unless otherwise specified in the emails or in the quotation, all time references correspond to Central European

Time (Madrid, Paris, Berlin, Rome, etc.), generally GMT+1; GMT+2 in summer time.

If the Translation Agency is unable to meet the deadline for delivery according to the Order Form, it shall inform the Client as soon as possible and agree with the Client on another delivery time.

Delivery shall be deemed to have taken place when it has been demonstrably carried out (email, post, courier, etc.) as agreed and at the agreed place.

The deadline shall be deemed not to have been observed if the delivery is more than three hours late and one hour has passed since the Client informed the Translation Agency of the delay.

In the case of translations, the delay in delivery may lead, if it exceeds 24 hours, to a change in the price of the service, subject to agreement with the Client.

In the event of late delivery due to force majeure or other circumstances of a similar nature and/or not attributable to the Translation Agency, the Translation Agency shall assume no liability whatsoever.

6. MEETING DATE FOR INTERPRETATIONS

Appointments agreed in the Order Form for meetings are only binding after express confirmation by the Translation Agency.

As long as it is not otherwise clearly specified in the emails or on the Order Form, all time references correspond to Central European Time (Madrid, Paris, Berlin, Rome, etc.), generally GMT+1; GMT+2 in summer time.

In the event of delays due to force majeure or other causes of a similar nature and/or not attributable to the Translation Agency, the Translation Agency shall not be responsible.

7. EXECUTION OF THE ORDER AND PROFESSIONAL CONTACT

The assignment will be carried out in accordance with the general principles of the profession. All translations will be complete, faithful to the original and done in the best possible way.

8. LIABILITY

The Translation Agency shall only be liable for damage caused by its own negligence in a direct and demonstrable manner.

The Translation Agency shall not be liable for any damage caused as a result of the mandatory suspension of its operations, particularly, but not exclusively, in cases of force majeure, for example as a result of natural phenomena, changes in traffic, network or server errors or disturbances in data transmissions, etc. In such cases of exemption from liability, the Translation Agency reserves the right to cancel the Order in part or in full, returning the corresponding money to the client.

The Client declares that it holds all the copyrights on the material to be dealt with.

The Client is solely responsible for the use it makes of the service or product produced by the Translation Agency.

The Translation Agency uses antivirus programs and firewalls to protect itself from possible computer attacks; however, is not responsible for damages caused by possible contamination of the Client with viruses, worms, trojans, spyware, etc.

The Client is obliged to check that the data is clean of any virus or harmful code before it is sent to the Translation Agency. The Client also undertakes to verify the cleanliness and integrity of the data received from the Translation Agency before it is used. In the event of infection of the Translation Agency's files, it reserves the right to cancel the Order in part or in full, returning the corresponding money to the Client.

Any treatment of the product exempts the Translation Agency from its responsibility.

The Client undertakes to send the Translation Agency only copies of the data to be processed; under no circumstances (except if strictly necessary) shall the Client send the originals. The Translation Agency shall not be liable for damage caused by the deterioration or loss of information or documents received from the Client.

Unless otherwise agreed in writing, the Agency shall not be liable for possible damages due to errors in the translation beyond the total amount of the individual order, to the full extent and to the maximum degree that such limitation is permitted by applicable law.

9. CLAIMS

In the case of interpretations, claims must be made within a maximum of seven days after the meeting.

For all other cases, claims should preferably be made within one week of delivery, with a maximum of one month after delivery.

In the event that the Client considers the translation and/or other service to be defective, it shall be entitled to demand its revision. Clause 11 of these General Conditions describes what a defective translation and/or service may consist of.

Possible errors will have to be pointed out and substantiated. If the complaint is well-founded, the Translation Agency will correct the work, free of charge.

The Translation Agency shall not be liable for any errors caused by ambiguous or defective wording in the source text. Ambiguity in the original text exempts the Translation Agency from any liability. The Client is responsible for any errors caused by mistakes in its own terminology. In any case, the right to correct and complain about the texts delivered expires one month after the delivery of the order.

10. ORDERING ERRORS

Errors may consist of one of the following:

1. Grammatical and spelling mistakes.
2. Untranslated sections.

3. Translations with a clearly wrong meaning.
4. Incorrect operation of the website.
5. Message transmitted incorrectly

The following cannot be considered as errors:

1. Questions of style and taste.
2. Errors caused by ambiguities in the original text.
3. Differences in the terminology used (unless the client has provided a list or clear information about this).

The Translation Agency shall be liable only for what may be deemed to be "errors" as defined in this clause.

11. PAYMENT CONDITIONS, FEES AND PENALTIES FOR NON-PAYMENT

The invoice for the agreed amount will be issued and delivered to the Client generally at the conclusion of the Order (i.e. upon delivery of the Order); this may be done by email.

Payment will be made, if not otherwise agreed in the Order, in advance from an amount exceeding 1000 € or within 30 days from the delivery of the assignment. Payment will be made by bank transfer.

Depending on the case, the Translation Agency may require payment of all or part of the total amount. In all cases, the form of payment will have been agreed upon by the parties in the Order Form.

Any reduction and discount applicable to the rates must be included in the invoice or quotation and will only be valid if all the requirements agreed in the Order Form are met.

If the Client is late in paying, the Translation Agency may charge interest of up to 5% above the Bank of Spain's interest rate until the Order is paid for in full. Furthermore, in the event that the Client is in arrears with payment for more than three months, the Client shall pay the Translation Agency, in addition to the original sum, the greater of the following: (i) an amount equivalent to 150% of the consideration agreed in the Special Conditions (budget) or (ii) the amount of 3,000 € as a cumulative penalty clause.

In any case, the Client will be primarily responsible for payment.

12. COPYRIGHT AND RIGHTS OF THE AUTHOR

All rights of use and authorship shall remain with the Translation Agency unless otherwise agreed. However, the Client is authorized to use for the purposes described in the Order Form and to modify the material ordered and paid for to the Translation Agency.

The Client is authorized to use the ordered material as long as it respects the payment terms as agreed in the Order Form. Thus, the use of the translation will entail a copyright infringement by the Client in case the payment terms specified in the invoice are not respected.

The Client declares that it is in possession of all the intellectual property rights over the material to be processed in order to carry out the requested Order.

13. DELIVERY AND TRANSMISSION

Both the physical delivery and the electronic transmission of the Order will be the responsibility of the Client.

Delivery costs, if any, shall be borne by the Client.

The Translation Agency shall not be liable for any defective transmission of files or for their loss, nor shall it be responsible for their loss during physical transport of the product. However, it agrees to keep a copy of the works unless otherwise agreed upon.

14. CONFIDENTIALITY

The Translation Agency, as well as its employees, translators and other collaborators, whether they are employees of the Agency or freelancers, undertake to maintain confidentiality of all documents and information received from the Client to carry out the assignment.

15. GOOGLE ANALYTICS

This website uses Google Analytics, a web analysis service provided by Google, Inc. (hereinafter referred to as "Google"). Google Analytics uses cookies, which are text files stored on your computer, to help the website analyze how users use the website. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States.

Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google.

If you do not want your data to be stored, you can change your browser settings to not accept cookies.

By using this website without switching off the "accept cookies" option, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

16. DATA PROTECTION

The Client agrees to the storage and processing of its personal data by the Translation Agency in order to carry out the services contracted under these General Conditions, in accordance with current Spanish data protection regulations. **Fast.txt**, with registered office in Calle Santísima Trinidad, N° 22, 2° B, P. C. 28010, Madrid, is responsible for the file containing the customer's personal data and complies with the Spanish Data Protection Act 15/1999. The Client may exercise its rights of access, rectification, opposition and cancellation of its personal data at any time. To do so, simply send an email to presupuestos@fasttxt.es.

In the event that the document to be translated requested by the Client contains personal data of third parties, the Translation Agency shall be responsible for processing such personal data. The Translation Agency, as the party responsible for processing the data, will apply the provisions of Article 12 of the Spanish Data Protection Act 15/1999.

The Translation Agency shall act as only a processor in respect of the Data and only for the purposes of carrying

out the services referred to in this document. The Translation Agency, as the sole processor of the Data, shall, in accordance with the applicable laws and regulations, take the necessary technical and organizational measures to ensure the security of the Data and to prevent their modification, loss, processing or unauthorized access, taking into account the state of the art, the nature of the data stored and the risks to which they are exposed by virtue of human actions or the physical or natural environment.

The Translation Agency shall process the Data in accordance with the instructions of the Data controller, and shall not apply them or use them for any purpose other than the provision of the services as described in this Contract.

The Translation Agency shall not communicate and/or provide access to any personal data to third parties. Once this contractual relationship has been terminated or resolved, all existing copies of the Data will be returned to the person responsible for the Data. However, by way of exception to the foregoing, the Translation Agency may keep the data, duly blocked, for as long as liability may arise from their relationship with the Data controller or from the applicable regulations.

17. JURISDICTION

These General Conditions are expressly subject to Spanish law. With express waiver of any jurisdiction that may correspond to them, both Parties expressly submit themselves to the Courts and Tribunals of Madrid.

18. CHANGES IN CONDITIONS

The Translation Agency reserves the right to change its general terms and conditions of business at any time, subject to three days' notice on its website. It also undertakes to keep the general terms and conditions of business updated and accessible to the client through this website.

Any new version of the general contracting conditions invalidates those drawn up on previous dates.

Any possible changes to the general terms and conditions of business will not affect orders previously approved by the Client.