



UNIVERSAL TRANSLATION SERVICES

Terms and Conditions **Referral/Affiliates 2018-2019**

Terms of Service

Your Use of This Site is Governed by These Terms and Conditions.

PLEASE READ THESE TERMS OF SERVICE ("AGREEMENT" OR "TERMS OF SERVICE") CAREFULLY BEFORE USING THE SERVICES OFFERED BY Universal Translation Services. THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE VARIOUS WEBSITES AND SERVICES OWNED AND OPERATED BY Universal Translation Services. YOUR USE OF THE Universal-translation-services.com site constitutes your agreement to follow these rules and to be bound by them. If you or any users associated with you do not UNCONDITIONALLY agree with any of these Terms and Conditions, then do not use the Universal-translation-services.com site AND service and exit the site immediately.



Acceptance Terms

The Service is offered to you subject to your acceptance and compliance with the Terms of Service set for the below and all other operating rules, policies and procedures that may be published from time to time on the Site by Universal Translation Services.

The Service is available only to legal entities who are capable of entering contracts and individuals who are at least 18 years old. When "you" is used in these Terms and Conditions it refers to the legally responsible party who accepts these Terms of Service by using the Service. By using the Service, you represent and warrant that (i) if you are an individual, you are of legal age and competent to form a binding contract and are at least 18 years old, and that all registration information you submit is accurate and truthful; and (ii) if you are entering this Agreement on behalf of a corporation or other legal entity, you have all necessary right, title and interest to bind the entity. Universal Translation Services may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

Universal Translation Services reserves the right to update or modify these Terms

Change

and Conditions at any time without prior notice. Your use of the Universal-translation-services.com site following any such change constitutes your agreement to follow and be bound by the Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions whenever you use this site. The last date these terms and conditions were revised is set forth below

Rules and Conduct

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Service. You are responsible for all of your activity in connection with the Service. For purposes of the Terms of Service, the term "Content" includes, without limitation, location data, data delivered to or through the context product, advertisements, advice, suggestions, videos, audio clips, written forum comments, information, data, text, photographs, software, scripts, graphics, Marketplace Products, and interactive features generated, provided, or otherwise made accessible by Universal Translation Services or its partners on or through the Service. , that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;

continued

- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Universal Translation Services or any third party; or
- impersonates any person or entity, including any employee or representative of Universal Translation Services.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by Universal Translation Services in its sole discretion) an unreasonable or disproportionately large load on Universal Translation Services's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures Universal Translation Services may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (iv) run Maillist, Listserv, any form of auto-responder or "spam" on the Service; or (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Sites.

Rules and Conduct

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction, or (ii) modify any part of the Service. You shall abide by all applicable local, state, national and international laws and regulations.

Universal Translation Services reserves the right to remove any Content from the Sites or Service at any time, for any reason, or for no reason at all.

Registration

As a condition to using certain aspects of the Service, you will be required to register with Universal Translation Services and select a password and screen name ("Universal Translation Services User ID"). You shall provide Universal Translation Services with accurate, complete, and updated registration information. You shall not (i) select or use as a Universal Translation Services User ID a name of another person with the intent to impersonate that person; (ii) use as a Universal Translation Services User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a Universal Translation Services User ID a name that is otherwise offensive, vulgar or obscene.

Registration

Universal Translation Services reserves the right to refuse registration of, or cancel a Universal Translation Services User ID in its sole discretion. You shall be responsible for maintaining the confidentiality of your Universal Translation Services password. You shall never use another user's account without such other user's express permission. You will immediately notify Universal Translation Services in writing of any unauthorized use of your account, or other account-related security breach of which you are aware.

Fees and Payments

Universal Translation Services reserves the right to require payment of fees for certain features of the Service. Should Universal Translation Services elect to charge for a feature and you elect to subscribe to such feature or to continue to subscribe to such feature after being notified of the charges, you shall pay all applicable fees, as described on the Billing Terms and Conditions in connection with such features. Universal Translation Services reserves the right to change its price list and to institute new charges at any time, which may be sent by email or posted on the Sites. Use of the Service by you following such notification constitutes your acceptance of any new or increased charges.

Affiliate commission will be paid 30 days after the project has been completed and the project has been paid. In case there is no prepaid done the affiliate commission will be paid if the invoice has been paid full. Note that translation agencies and companies that have special price agreements with UTS will be excluded from the affiliate program.

Third Party Sites

The Service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Sites. When you access third party websites, you do so at your own risk. These other websites are not under Universal Translation Services's control, and you acknowledge that Universal Translation Services is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources.

No Emergency Services

You expressly agree and understand that the Service is not intended to support or carry emergency or time-critical calls or communications to any type of hospital, law enforcement agency, medical care unit or any other kind of emergency or time-critical service ("Emergency Services"). You will not and will not allow your end users to utilize the Service in connection with life-critical or other Emergency Services. Universal Translation Services, its affiliates or staff are in no way liable for such emergency calls or communications. By agreeing to these Terms of Service you understand that additional arrangements outside of Universal Translation Services must be made by you and your end users to access Emergency Services.

Content

You agree that the Service contains Content specifically provided by Universal Translation Services or its partners and that such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Service. You shall not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, create derivative works from, or otherwise exploit any Content or third party submissions or other proprietary rights not owned by you except as expressly authorized in a superseding agreement between you and Universal Translation Services or with the consent of the respective owners or other valid right. You may, to the extent the Sites or a superseding agreement between you and Universal Translation Services expressly authorize you to do so, download or copy the Content, and other items displayed on the Sites for download, provided that you maintain all copyright and other notices contained in such Content.

9. Cancellation

Universal Translation Services has no obligation to monitor the Site, Service, Content, or User Submissions. Universal Translation Services may remove any User Submission at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Submission), or for no reason at all.

Under no circumstances will Universal Translation Services be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted or otherwise made available via the Service.

Termination

Universal Translation Services may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your account, you may do so by following the instructions on the Site. Any fees paid hereunder are non-refundable unless otherwise expressly set forth herein or in a superseding Agreement between you and Universal Translation Services. All provisions of the Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Warranty

Universal Translation Services has no special relationship with or fiduciary duty to you. You acknowledge that Universal Translation Services has no control over, and no duty to take any action regarding: which users gain access to the Website; what Resources you access via the Website;

what effects the Resulting Work may have on you; how you may perceive the Resulting Work; or what actions you may take as a result of the Resulting Work. You release Universal Translation Services from all liability for you having acquired or not acquired Work through the Sites. The Sites may direct you to websites containing, information that some people may find offensive or inappropriate. Universal Translation Services makes no representations concerning any content contained in or accessed through the Sites, and Universal Translation Services will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Sites. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Electronic Communications Privacy Act Notice (18USC 2701-2711): Universal Translation Services MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SITES OR ANY WEBSITE LINKED TO THE SITES. Universal Translation Services will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on Universal Translation Services's equipment, transmitted over networks accessed by the Sites, or otherwise connected with your use of the Service.

Indemnification

You shall defend, indemnify, and hold harmless Universal Translation Services, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) your use or misuse of, or access to, the Sites, Service, Content or otherwise from your User Submissions, (ii) your violation of the Terms of Service, or (iii) infringement by you, or any third party using the your account, of any intellectual property or other right of any person or entity. Universal Translation Services reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Universal Translation Services in asserting any available defenses.

Liability

IN NO EVENT SHALL Universal Translation Services, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), (III) FOR YOUR RELIANCE ON THE SERVICE OR (IV) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE GREATER OF (A) THE FEES PAID BY YOU TO COMPANY HEREUNDER AND (B) ONE-HUNDRED U.S. DOLLARS (\$100.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Dispute

A printed version of the Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Universal Translation Services agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

Billing Terms

Projects are paid in advance or billed on 30 days with a maximum of 45 days by PayPal or bank transfer or credit card to Universal Translation Services. The commission you have earned will be paid after the client has paid for the project. This can be in advance or after the 30 till 45 days term.

Arbitration

An arbitration process occurs at the client's or translator's request to address issues with unmet expectations. A request for arbitration can be sent by email to Universal Translation Services. Each party involved is committed to answer all questions raised by Universal Translation Services within 7 business days. Universal Translation Services will make a decision for the amount to be refunded to the client or give a discount.

You agree that if your project enters into arbitration, the outcome of the result could lead into a discount of the affiliate fee. You also agree that the results of this arbitration process are final and that neither of the parties involved has any rights to make claims regarding the work in question.

Integration

Unless you have entered a separate mutually signed superseding agreement with Universal Translation Services, the Terms of Service are the entire agreement between you and Universal Translation Services with respect to the Service and use of the Sites, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Universal Translation Services with respect to the Sites. If any provision of the Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Miscellaneous

Universal Translation Services shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Universal Translation Services's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. The Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with Universal Translation Services's prior written consent. Universal Translation Services may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Service and neither party has any authority of any kind to bind the other in any respect.



Universal Translation Services
www.universal-translation-services.com
info@universal-translation-services.com



Calle Buenos Aires no 3,
35002 Las Palmas,
Gran Canaria Spain
Phone: +34-951-406-815

20801 Biscane Blvd, Suite 403
Aventura Florida 33180
USA
Phone: +1-786-233-7232

80 S.W. 8th Street, Suite 2000,
Miami, Florida, 33130
USA
Phone: +1-305-447-7110



info@universal-translation--services.com
www.universal-translation-services.com