

CONTRACT-OFFER (TERMS AND CONDITIONS)

1. Terms and definitions

1.1. For the purposes of the offer the following terms are used:

“Contract-Offer” or **“Contract”** means this Public Offer for providing information services and further services for processing received data.

“Website” means an Internet site **www.a-plus.pw**, owned by the “A +” Translation Agency as property.

“Customer” means any natural or legal person who accepts the Offer..

“Agency” is a Translation Agency “A+”, operating under rights of “A+” LTD (TIN 5010039616).

“Services” - means the activity of the Agency on translation from one language to another, as well as related services (delivery, certification, etc. with the possible outsourcing for their execution).

“Application form” is a document that contains the list and sequence of services, their cost, deadlines and/or additional requirements.

2. General Provisions

2.1. This document is an official offer of the Agency that contains all the essential conditions for the provision of information services for written translation and rendering of related services to the Customer.

2.2. Please, read the text of this Public Offer and, in case of misunderstanding and/or disagreement with terms and conditions, the Agency invites you to refuse the offered translation services and related services.

2.3. If you agree with the terms of this Public Offer and pay for the services, you are considered a Customer in accordance with a clause 2 of Article 437 of the Civil Code of the Russian Federation, a legal or natural person that accepts this offer becomes a Customer (in accordance with clause 3 of Article 438 of this Civil Code, the acceptance of an offer is equivalent to signing a contract on the conditions set forth in the offer). In this case, the contract will be deemed to be concluded, and the Agency will undertake to provide you with the Services.

3. Subject of the Offer

3.1. According to this Contract-Offer, the Agency provides subject to a fee services for written translation, as well as related services (typing and graphic design of texts, copying, editing and proofreading of translation, communication services, transport and courier services, preparation for notarization of translated documents, assistance in the legalization of documents and so on, according to the approved application form).

3.2. The Agency renders services to the Customer only in case of proper filing of the Application form, in accordance with the terms of the Public Offer and after paying for the cost of services at current tariffs.

3.3. Any completed operation within the scope of rendered services is considered to be irrevocable, it can not be canceled by the Customer after its completion: after receipt by the Customer the results of the transaction due to him on previously accepted terms.

4. Procedure of placing orders

4.1. When a Customer is drawing up the order, he passes to the Agency the materials for translation, by e-mail or by other means, as agreed by the Parties. The Agency evaluates the received documents and provides the Customer with information on the possible terms of execution, and also informs about cost of the required services.

4.2. The Customer must ensure that the data for the transfer is not infected with computer viruses or codes before sending the materials to the Agency. In the case of infection of office files with malicious programs, the Agency has a right to refuse to fulfill the order partially or completely and return the corresponding advance (or payment) to the Customer if it was received earlier.

4.3. After agreement on all the terms of the order with the Customer, the Agency sends to the Customer or his authorized representative, who presented the request, an application form with the agreed terms of the order. The Customer has to confirm the order by e-mail. Further, the Customer pays the order according the established amount.

4.4. In the absence of confirmation of the order and/or corresponding payment, the Agency has a right to postpone the execution of the order until shall get the order or payment confirmation.

5. Cost of services and calculation procedure

5.1. The cost of the services under the Contract-offer is agreed by the Parties on the basis of the current rates. When determining the cost, the following terms are recognized: deadlines, the order volume, the source and the foreign languages, the level of complexity of the text, formatting and design. All these parameters, as well as the necessary related services for translation, are indicated in the application form. The application form, signed by authorized representatives of the Parties, becomes an integral part of this Contract-Offer.

5.2. The services for translation never shall include: literary editing, adaptation and localization of advertising, marketing texts and similar tasks. The Agency provides services for the most accurate transmission of information from/into foreign language, preserving the style of the original document.

5.3. The volume of the translation is calculated by words. One text page usually contains 250-300 printed words. By default, the minimum order are 300 (three hundred) words or one standard page, then fixed management agency's costs are added.

5.4. To calculate the cost of translation, the number of characters of the translated text is adopted. For foreign languages that use hieroglyphs, the calculation is based on a text that has not hieroglyphics (whether original or final text).

5.5. The translation is considered urgent if: 1) it must be done in 48 (forty eight) hours or faster, from the moment of the order approval, not counting the holidays or 2) it requires the translation of more than 2,400 (two thousand four hundred) words per day. The cost of urgent orders has a surcharge of 25% on the usual applied rate.

5.6. The Copyright and other rights related to the translated documents are transferred to the Customer only after full settlement with the Agency on all rendered services.

5.7. The payment to the Agency shall be made via the PayPal system or by bank transfer (from a card or account). The confirmation of the payment in the account of the Agency initiates the rendering of the selected services.

5.8. If the quantity of the services agreed by the Parties, was changed in the process of carrying out the order, the Parties shall reimburse each other respective amounts (surcharge or return of excessively received funds).

5.9. If the Customer, for some reason, does not wish to continue with the services before the beginning of its rendering, the funds are returned to the requisites from which the payment was made.

6. Rights and obligations of the Parties

6.1. The Customer agrees:

- to read on the website **www.a-plus.pw** and understand properly terms and conditions about available services of the Agency, the procedure of its provision;
- to confirm the conditions of the order in the application form and return it to the Agency by email;
- to pay in time for the services of the Agency according to the current rates;
- If there is any objection to the order carried out by the Agency, to present a list of comments/suggestions or amendments;
- to sign the Certificate of Completion of the done work within the established period.

6.2. The Customer has a right:

- to receive from the Agency the services that were paid in accordance with the terms of this Offer;
- to receive full and accurate information about the order from the Agency.

6.3. The Agency shall be obligated:

- to provide, punctually and professionally, the services selected by the Customer that he has paid, in the agreed volume and in compliance with all conditions of this Offer;
- to provide the Customer all necessary technical and consulting support during the provision of services;
- upon the request of the Customer to send him a report on the work in process or done;
- to guarantee the complete preservation and return of original documents submitted by the Customer;
- to sign the Certificate of Completion at the due date.

6.4. The Agency is entitled:

- to refuse the Customer to provide services or prematurely terminate the services:
 - * If the application form for the provision of the service is not returned in time;
 - * if the payment (or partial payment) for services is absent in established period;
 - * upon the breach of the conditions of this Offer;
 - * when a person, not authorized by the Customer, communicates to the Agency on behalf of the Customer;
 - * If the information in the original document is inadmissible from the point of view of the current legislation of the Russian Federation (discrediting human rights, etc.);
- to change the terms of this Contract-Offer unilaterally;
- to revise rates for the services unilaterally;
- to conclude an individual service agreement (including a framework one, extended, etc.) with the Customer.

7. Responsibility of the Parties

7.1. The Customer is responsible for the correctness and timeliness of the payment for the services of the Agency.

7.2. The Customer is responsible for the punctual provision of the information necessary for the proper performance of the Services under this Contract to the Agency (special requirements for the translation and processing of final documents, glossaries, correct names spelling, etc.).

7.3. The Agency is responsible for the quality and compliance with the terms of the provision of services.

7.4. The Agency will not be liable for any possible delays in the provision of services that are caused by the ambiguous setting of the order or any delay of the Customer in providing the necessary information. The Agency has a right to suspend the services under this Contract until the Customer provides all the necessary information.

7.5. The Agency will not be liable for a style and/or content of the original document, in particular, for the refusal of the notary to certify the document in the content of which there was a discrepancy with the current legislation and/or the requirements of notarial system norms. This document is returned to the Customer with a translation, but not certified translation. The payment for a translation like this is not returned to the Customer.

7.6. The Agency shall not be liable for losses, lost profits and other costs incurred by the Customer resulting from delays, errors in the Customer's banking payments or electronic transfers.

7.7. If the translation carried out by the Agency under this Offer does not meet the requirements of this Contract and this fact is confirmed by the conclusion of an examination conducted by an independent third person that any Party of the present Contract is entitled to engage in, the Agency shall compensate the Customer for the actual damage caused in a value that not exceeds the cost of the just rendered services, only in the absence of guilty actions on the part of the Customer.

7.8. The Agency shall not be liable for the failure when the Customer could not receive the paid services for any reason, in the case in point the payment is not refunded or transferred to pay another services of the Agency, also if:

- the Customer submitted false/erroneous information completing the application form;
- the Customer can not receive paid services because of technical or other problems that have arisen.

8. Procedure for accepting the results

8.1. Based on the results of the order execution under this Contract-Offer, the Parties sign the Certificate of Completion. This Certificate is drawn up by the Agency and sent to the Customer for review and signing.

8.2. The Customer must forward within 5 (five) working days from the date of receipt of the Certificate of Completion to the Agency: the signed Certificate or a reasoned written refusal to sign it.

8.3. The services are considered rendered from the moment the Parties sign the Certificate of Completion. If the Customer does not sign the Certificate of Completion in a period as indicated in the clause 8.2. of the present agreement, and does not present to the Agency any claim relating to not providing/improper rendering of the services, the Certificate of Completion is deemed to be signed, and services were rendered in the right manner.

8.4. If the Agency receives a reasoned written refusal by the Customer to sign the Certificate of Completion, the Agency shall formalize the Customer's complaint in writing, upon the consideration of it, within 10 (ten) business days, the Parties determine the procedure and deadlines for the elimination of the identified shortcomings.

9. Confidentiality

9.1. By concluding this Contract-Offer, the Parties have a right to access information that is confidential for another Party.

9.2. Each Party undertakes not to disclose the confidential information of another Party to third parties, and also undertakes to use it only for the purpose of implementing this Contract-Offer, except in cases contemplated by the legislation of the Russian Federation.

9.3. The additional privacy conditions comply to the full Confidentiality Policy of the Agency (published in the website).

10. Force Majeure

10.1. The Agency, as well as the Customer, is released and discharge from obligations each other from responsibility for violation of the terms and conditions of this Contract-Offer, if such violation was a result of force majeure circumstances, including: actions of public authorities, fire, flood, earthquake, other natural disasters, lack of electricity, strikes in progress, civil unrest, riots, other circumstances, not limited to those listed, which may affect the executing of this Contract-Offer.

11. Settlement of disputes

11.1. All disputes and disagreements under this Contract shall be resolved by the Parties through negotiations.

11.2. If there are disputes and disagreements related to the provision of services, an out-of-court procedure of dispute settlement shall be applied. If it is not possible to apply it for the settlement of dispute, the Parties are entitled to access to the Moscow Arbitration Court.

12. Validity, modification and rescission of the Contract

12.1. The Contract-Offer is concluded in the moment of acceptance: when the transfer of payment to the account of the Agency for the services selected by the Customer is confirmed.

12.2. The Customer concludes the Contract-Offer voluntarily, while he is fully aware of the significance and consequences of his actions with respect to the conclusion and execution of this Contract-Offer.

12.3. The Agency reserves a right to modify or supplement any term of this Contract-Offer at any time, by publishing all the changes on its website **www.a-plus.pw**. If these changes are not acceptable for the Customer, he must notify the Agency about it within 7 (seven) days from the date of publication of the changes. If the notification is not received, it is considered that the Customer continues to participate in contractual relations with the Agency.

12.4. On all issues not regulated by this Contract, the Parties shall be guided by the current legislation of the Russian Federation.

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