

Online Sale Terms – August 2018

As a valued customer of Ubiquis, we would like you to be familiar with our trading terms, to ensure that your Ubiquis experience is a satisfying one. Please feel free to contact our Customer Service Team if you have any further questions.

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1. About Ubiquis.io & Ubiquis Ireland

Your purchase of goods or services from www.ubiquis.io (“website”) is subject to these Terms and Conditions of Sale, the Website Terms of Use, the Cookies and Privacy Policy (collectively referred to herein as “Terms”). If you do not accept these Terms, you must refrain from using this website or making a purchase from this website.

www.ubiquis.io is a website operated by Ubiquis Ireland Ltd (“us”, “our”, “we”, “Ubiquis”, “ubiquis.io”). We are a limited liability company registered in Ireland under company number 374959 and have our registered office at Beech House, Ardkeen, Waterford. Our VAT registration number is IE 6394959E.

The goods and services described in this website are available from ubiquis.io only.

You and Ubiquis may enter into a sales contract for the sale and supply of goods or services described in this website, by you making an offer to Ubiquis via the website, to purchase the goods and services at the specified price, subject to these Terms.

The Ubiquis logo is a registered trademark of Ubiquis Group.

In these Terms:

- (a) “you”, “user”, “client”, “visitor”, “user” and “guest” means anyone who visits and/or uses this website.
- (b) reference to a “third party” in these Terms includes a reference to any agent or contractor of Ubiquis, or of any of its related entities, and any person engaged by any of them, in the creation, provision or maintenance of the website or in the fulfilment of Orders made through the website, and includes any of them.
- (c) a reference to the “website” means www.ubiquis.io
- (d) “Order” means an offer made by you in response to an invitation to treat made by Ubiquis via the website.
- (e) “Service” refers to, without being limited to, the provision of transcription or note taking services from an audio file, and/or the provision of translation services from one language into another of a document you provide.
- (f) “Source” refers to the files you provide us with at the start of the ordering process.
- (g) “Content” or “Material” refers either to your Source files i.e. an audio file or a video for our transcription services and an editable document for our translation services or to the output (document) of any of our services.

2. User Agreement

By accessing and/or using the website, you accept these Terms and agree to be bound by them, and an agreement is formed between us and you. If you order Services on behalf of a company or any other corporate body, you must be the legal representative of said company or corporate body, or have obtained its permission.

These Terms may be amended at any time without notice and your access to this website may be terminated at any time without notice. Your continued use of the website following any amendment of these Terms will represent an agreement by you to be bound by these Terms as amended. We recommend you review the Terms for amendments each time you use the website and before placing any Order. Whilst we are under no obligation to do so, should we choose to provide you with notice of amended Terms, you agree to receive email notification of the amendments from us or our third party.

3. Client account

Business users

Our services are primarily aimed at business users, and students. Ubiquis reserves the right to close a client account if the user does not meet this requirement.

Creating a Client Account

You may access and/or use the website simply as a visitor or as a registered Client.

To become an active Client of the website, you must be a business user or a student enrolled in a class. You must create a client account and provide us with :

- your name and first name,
- the type of organisation you work for (for students, please select “Education”)
 - Private sector workers: provide your company name and address, your VAT registration number
 - For any other types of organisation, provide the organisation address; VAT registration number is not compulsory;
 - Students will write the name of their university in the field “company” and the university address
- your telephone number,
- a valid email address and
- nominate a password.

It is the responsibility of the Client to provide complete and accurate details for account opening purposes, failure to do so may result in the Client account opening facility being blocked. You agree to keep your Client account details current at all times by accessing your account via the website.

You will receive an email from us as soon as practicable after successful Client account creation.

We only permit one registration per email address.

You must not use another member’s account without permission.

You must keep your password secure as you are responsible for any activity on your account. You agree to notify us immediately if you become aware of any security breach or any unauthorised use of your password or account.

If you forget your password you may click on the relevant link located on the website and we will email you a link to reset your password.

Closing a Client Account

We reserve the right to terminate a Client account without notice for any reason whatsoever including without limitation, if you have breached or we suspect you have breached these Terms.

You may close your account at any time, provided there are no outstanding settlement obligations on your account, by sending us your request via email or the contact form. Under no circumstances may you request to be refunded for the value of credits still available on your Ubiquis account at the time of closing your account. These credits will be lost permanently.

Putting a Client account on hold

Should we suspect fraud, Ubiquis reserves the right to put a Client account on hold for as long as is necessary to carry out the relevant checks. In such an event, the Client accepts that Ubiquis cannot be held responsible for failure to meet Service completion times.

4. Description of Services and rates

Translation Services: simple and/or with proofreading

Ubiquus.io translation service allows Clients to obtain a target document in one language, based on original content provided by the Client in the source language.

This translation will be carried out by a professional linguist who will deliver a translation that is as accurate as possible and to the best of their abilities. Without further information from the Client, the translator will endeavour to stick to the tone, vocabulary and structure of the information in the source document.

A simple translation means just one linguist will work on the document and carry out the work.

Proofreading in the translation service means that a second linguist, different from the first one, will proofread the work of the first linguist and suggest amendments or corrections that will be implemented or rejected by the first linguist in a final document.

The Client agrees and understands that pricing is based on the number of words in the Source Material that will be calculated by Ubiquus. The price is not based on the final number of words contained in the final document.

The Client hereby acknowledges that, should the Client underestimate the word count or a technical issue on the online quote miscalculates the word count, Ubiquus may charge a supplement, which the Client undertakes to pay unconditionally. If the supplement is not received within the agreed period, Ubiquus will deliver the translation up to the original number of words for which it was paid.

Client also agrees and understands that variables such as (but not limited to) domain of specialism of the source document, technical jargon, etc. may increase the price.

Ubiquus.io only accepts editable files as described on the website.

Transcription services

Transcription services allow the Client to get a written copy of an audio file or a video.

The Expert Transcription service consists in a professional transcriber listening to the audio recording and then typing its transcription. This service is available for any type of audio quality.

The Revised Automated Transcription service is a two-step process. Our speech to text software automatically transcribes the audio recording, if the audio quality is good enough. An editor takes up the machine output by listening to the audio to correct any mistake, punctuation issue, errors on proper names or technical or unusual terms.

In the event that the Client pays for the Revised Automated Transcription but the audio recording is not compatible with our speech to text software, Ubiquus reserves the right to refuse the order or to upgrade the Client to our Expert transcription service, provided payment is made for the difference in price.

Ubiquus will endeavour to provide the best possible accuracy for its transcription services for properly-recorded audio. Any Source Material should be clearly recorded in a controlled environment (preferably professionally) with one person either talking or interviewing one subject with minimal background noise interference and no media noise or defects. The format must be recorded digitally and provided to Ubiquus electronically, as an attachment to the online quote form.

For transcription services, the Client agrees and understands that our pricing is based on variables such as the number of speakers in the source audio file, strong accents of one or more speakers, audio quality and options such as time-coding.

The Client agrees and understands that the price will vary upon these variables.

5. Use of services, approval and disputes

All Source Contents are subject to Ubiquus's acceptance, which it may exercise in its sole and absolute discretion. Ubiquus has the right to reject, at its sole and absolute discretion, any Source Content for any reason whatsoever, including without limitation that:

1. it is considered to be of such poor quality that transcription or translation is not possible or
2. the project is beyond Ubiquus's resources.

Ubiquus shall make every effort to provide a high-quality Service that meets the Client's initial request.

Once the Content has been delivered to the Client, the Client has seven calendar days to check that the Content satisfies their Initial Request. Once this period has elapsed, the Content delivered by Ubiquus shall be considered to have been unconditionally approved by the Client. The implementation of this condition is strictly irrevocable.

For transcription services

While Ubiquus does its best to create the most accurate transcript possible regardless of the quality of audio, Client should be aware that any audio that does not meet the previous criteria may impact the quality of the transcript and cause the accuracy rate to drop.

In the event that the Client chooses the Revised Automated Transcription but the audio recording is not compatible with our speech to text software, Ubiquus reserves the right to refuse the order or to upgrade the Client to our Expert transcription service, provided payment is made for the difference in price.

Client acknowledges and understands that no transcript is or minutes are ever "perfect." For its transcription services, judgment calls must be made on punctuation, spellings, grammar, etc. and Ubiquus does not correct grammar or proof-read transcribed material - it only transcribes what is on the Source Materials.

If the audio quality of any Source Material appears to be different than the quality represented by Client in the quote process, Ubiquus reserves the right to charge an increased rate that the client agrees to pay unconditionally.

If the source audio for transcription appears to have a large number of inaudibles or questionable words, Ubiquus will mark these clearly as "inaudible" in its content.

All the above being understood, if Client still finds the transcription accuracy rate to be below 98% and the content was provided less than seven calendar days ago, Client will have to provide evidence of the low accuracy, such as a document with track changes and Ubiquus will review the claim. Ubiquus cannot guarantee that the claim will be accepted and the content revised.

For translation services

Ubiquus will do its best to create the most accurate translation possible of the source content. Client agrees that a translation is of such complexity that it might have inherent differences and you accept that a perfect translation of a word or sentence might be impossible.

Ubiquus will translate specialised terms by their usual and conventional meanings or using appropriate

glossaries supplied by you, and otherwise will make decisions based on Ubiquus standard translation procedures. Technical or practical considerations may dictate variations between source and content translated by Ubiquus.

Client should be aware that a translation reflects the quality of the source content. The translated content will usually reflect a poorly written source content that contains mistakes, grammatical errors or inaccuracies.

All the above being understood, if Client still considers that the Content delivered by Ubiquus does not completely meet their expectations and was delivered less than seven calendar days ago, you will need to provide corrections to the content marked up in tracked changes in Word or as comments in the translated file(s) and Ubiquus will review the claim. Ubiquus cannot guarantee that the claim will be accepted and the content revised.

6. Rights of Use, Copyright, Confidentiality

Ubiquus does not claim ownership of any intellectual property right in your Content or in any translation, transcription or note taking of your content.

Ubiquus acknowledges that by reason of its relationship with Client, it may have access to certain information and materials contained in Source Materials in relation to the Client's business, products, services, Clients and marketing strategies that are confidential and of substantial value to the Client ("Confidential Information"). Ubiquus undertakes not to use in any way for its own account nor for the account of any third party, nor disclose to any third party such Confidential Information revealed to it by Client until and unless required as a matter of law or by court order or other legal process to do so or such information passes into the public domain.

Client shall not copy, upload, post, publish, transmit, reproduce or distribute in any way, information or other material which is protected by a copyright or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or the right holder or violate any individual's/organization's right of privacy, right of publicity or other rights.

Ubiquus undertakes not to store any personal information entrusted by its clients, other than that necessary for a smooth performance of its jobs, namely: first name, name, phone number, address and e-mail address.

If the documents or recordings provided by the client (for the preparation of a quote, for the performance of the service or as a supporting material) contain personal information (for example and not exhaustively: birth or death certificate, marriage certificate, health data, school grades, etc.), Ubiquus considers that the client gives their express consent or that they have obtained the consent of the person concerned to store this data for the sole purpose of preparing the quote or providing the service requested from Ubiquus.

Unless otherwise requested by the client, files, documents and recordings used for a quote or service by Ubiquus will be stored for a maximum period of ten years.

Ubiquus guarantees to implement all technical, legal and operational measures necessary to ensure the confidentiality of this data and will ensure that all persons authorised to process it, whether internal or external to the group, comply with this obligation.

For the sake of transparency, Ubiquus undertakes to inform the client within 24 hours in the event of breach of data.

Content shall be used solely for lawful purposes only. Client agrees that it will not use content in any way that is, or is reasonably likely to be, harmful either to Ubiquus's customers, or operations or its reputation.

7. Ubiquus's Responsibilities / Liability

While Ubiquus will always endeavour to provide the best possible content, Client agrees to hold harmless Ubiquus, its employees, officers, directors, and agents from any Claims or damages that may occur from the publication, quotation, distribution, public use or any other use of a quotation from the content that may contain a typographical or factual or other error or even quotations that are without error.

Client agrees that it is their responsibility to proofread and confirm the accuracy of a transcript or a translation before information from a transcript or translation is published or printed or otherwise used. Furthermore Client consents to abstain from taking any action against, include or implicate Ubiquus, its employees, officers, directors, or agents as defendants in any litigation arising out of or related to Client's use of the content. Client hereby agrees to indemnify and hold Ubiquus and its employees, officers, directors, and agents harmless from and against any and all Claims or threat of Claims and damages against Ubiquus and/or its employees, officers, directors, and agents arising out of or related to Client's Source Materials and any use of materials prepared in connection with the content.

Ubiquus shall not be held liable for any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, by the Client or any third party, whether in an action in contract or tort or strict liability or other legal theory, even if Ubiquus had been advised of the possibility of such damages.

If the Client is dissatisfied with the Work, the Client accepts that the only recourse available is to request Ubiquus to investigate and potentially revise any mistakes discovered in the content. Ubiquus's sole liability for any Claim or loss, damage or expense from any cause whatsoever arising out of or related to this agreement, the content or any Source Materials, shall in no event exceed sums actually paid to Ubiquus by Client.

Ubiquus shall not be liable for any failure or delay in performing its obligations hereunder, if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or labour disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies or power used in, or the equipment needed for the provision of the Work.

8. Service completion time

Ubiquus makes no firm commitments on Service completion times.

The completion times given on the Ubiquus website are provided as a guide only and dependent on various factors, such as the volume of source material, the complexity of the topic, and the availability of appropriate resource.

Ubiquus agrees to do everything in its power to satisfy the Client's request within the shortest possible time period.

9. Price and VAT

For translation, Client agrees and understands that pricing is based on the number of words in the Source Material. Client also agrees and understands that variables may increase the price.

For transcription and note taking services, client agrees and understands that pricing is based on the length of the source audio file or video. Client also agrees and understands that variables may increase the price.

Ubiquus.io is operated by Ubiquus Ireland Ltd and as such, prices shown in the website are in Euros and when appropriate, will usually exclude VAT. Prices are valid until amended or removed from the website and are subject to change at any time. Ubiquus may provide now or at a later stage, a multi-currency system that

allows Clients registered on local versions of the site to pay in a currency other than the Euro. It is understood that the price of the service in another currency is freely fixed by Ubiquus and may not be contested. It may be revised at any time without the need for a specific communication to Clients.

Ubiquus.io is an Irish company but will invoice in accordance with the prevailing VAT law on the implementation of Value Added Tax at the national, European, and global levels. Ubiquus may verify the status of every Client as regards the implementation of VAT. The Client agrees to transmit to Ubiquus, at the first request, relevant supporting documents necessary to authenticate their Client account.

The Client agrees to provide genuine and complete information on their legal and tax identity or on the legal and tax identity of the corporate body they represent, specifically with respect to VAT. Failure to abide by this request entitles Ubiquus to take whatever measures it considers necessary to redress the balance, up to and including cancellation of some or all of the credits acquired by the Client, or legal action.

It should be noted that Ubiquus reserves the right to amend this clause concerning Value Added Tax in line with amendments made to Irish and European regulations.

10. Payment

All payments must be made in full prior to starting the service.

Payments must be made via the Credit and Debit card and PayPal secure payment gateway facilities accessible via the website and will be subject to any additional terms and conditions of these providers.

Now or at a later stage, Ubiquus.io may use a payment system whereby the Client can purchase credits. Credits are mandatory for a Client to order Services as and when they need them via their client account. The purchase of credits in no way determines the price to be paid, and the Client therefore expressly acknowledges that Ubiquus is free to change its prices at any time, even after a Client's account has been credited. The credits merely constitute an electronic means of facilitating the payment process and shall in no way be construed as belonging to the Client.

Your credits can be used for 90 days following their acquisition. The Client expressly acknowledges that at the end of this period, the credits will lose their value and will be removed from their account. The Client expressly agrees not to challenge the expiry of said credits in any way.

The Client expressly agrees that exceptional renewal of credits shall be at the sole discretion of Ubiquus. It is not possible to use credits on a site other than Ubiquus.io. It is understood that once purchased, the credits can in no way be converted into money and that they are non-refundable. Ubiquus provides an invoice each time the Client purchases credits. This invoice serves as a receipt and will be used as a reference in the event of any potential account-related conflict between Ubiquus and the Client.

To the fullest extent permitted by law, Ubiquus and its related entities will not be responsible for any damages or consequential losses of any kind (whether direct or indirect) suffered by a user where a credit/debit card, PayPal account or other payment method is fraudulently used or is used in an unauthorised or improper manner.

11. Client's Responsibilities, Disclaimer, Indemnity

You agree to indemnify and defend Ubiquus and its employees, directors, subsidiaries, and partner companies and to clear them of any responsibility in the event of claims or litigation arising as a result of misuse of our Services, or of your failure to respect these Terms.

The Client shall be liable for all damage that may be caused by them to Ubiquus, its employees, directors, subsidiaries and partner companies, and agrees to indemnify Ubiquus, its employees, directors, subsidiaries

and partner companies for any direct or indirect damage or loss they may suffer due to the Client's failure to meet their obligations.

The Client will therefore have an obligation to indemnify Ubiquis, its employees, directors, subsidiaries and partner companies for the direct and indirect consequences of any claims or actions of any nature whatsoever, civil or criminal, that may be attempted or brought by a third party in connection with the misuse of the Services by the Client or the Client's failure to comply with these Terms, and the Client's liability may not be limited in any way or be subject to any compensation ceiling.

Client acknowledges that checking the box, "I agree to the Terms of Service" before confirming their purchase creates a complete and binding agreement between the Client and Ubiquis and binds Client to the terms of service listed in this document and in our Privacy and Website terms of use. During the Term of this agreement, each instance of provision of services hereunder shall be subject to these Terms of Service. Ubiquis reserves the right to make changes to its Terms of Service agreement from time-to-time. Any such modifications made can be found on the current Ubiquis.io website. This agreement is not assignable by either party. To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement will not be affected thereby and will remain in full force and effect. All indemnifications and limitations on liability will survive any termination or expiration of this agreement. This agreement and any Claim related directly or indirectly to this agreement shall be governed and construed in accordance with the laws of Ireland.

12. Your Right to Cancel Your Order (Right of Withdrawal)

All goods and services provided by Ubiquis are considered as customised or personalised goods so they cannot be refunded or exchanged.

As an exceptional, Ubiquis will review the Client's cancellation requests with kindness if no work has been started by our translators or transcribers while retaining the right to invoice all or part of the service.

13. Clients list

Client is informed that further to any order, Ubiquis may display their company name, logo and trademark in Ubiquis clients list and use it as a client referral in Ubiquis' marketing material, website, event, trade-show, brochure, etc. Client warrants Ubiquis to use all or part of email correspondence as client testimonial that may be published on Ubiquis' website, brochure or marketing material.

Client can request by email to the Customer Service team not to have their company name, logo or trademark used by Ubiquis or to have any mention of their company name, logo and trademark removed from the website or marketing collateral. This request will then be actioned as quickly as reasonably possible by Ubiquis.

14. Force Majeure

Ubiquis will not be liable for any delay in performing any of their obligations if such delay is caused by circumstances beyond their reasonable control, including but not limited to, failure of or interruption to the provision of essential services such as electricity supply, bank payment systems or postal deliveries.

15. Language, Governing Law

In the event of translation of these terms in any language other than English, the English version will be the version to refer to in the event of dispute or misinterpretation of these terms in another language.

The Irish courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our website or any Order placed on the website, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These Terms are governed by Irish law.

If you access the website in a jurisdiction other than Ireland, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. Ubiquis makes no representations that the content of the website complies with the laws of any country outside Ireland.

16. Severability

If any part of these terms are found to be void, invalid, unlawful or unenforceable then that provision or part will be deemed to be severed from these terms and the remaining terms and provisions of these terms will remain in force and constitute the agreement between you and Ubiquis.

17. Transfer and Assignment

If Ubiquis merges, sells or otherwise changes control of its business or this website to a third-party, Ubiquis reserves the right, without giving notice or seeking consent, to transfer or assign the personal information, content and rights that Ubiquis has collected from you and any agreements it has made with you.

18. Waiver

The failure by Ubiquis to exercise or enforce any right or provision under these terms will not constitute a waiver of such right or provision. Any waiver of any provision under these terms will only be effective if it is in writing and signed by Ubiquis.