

Terms and Conditions

The following Terms and Conditions constitute a legally binding agreement ("The Agreement") between you ("Client") and Hillary Marzec (founder, The Finer Point) regarding access to and use of www.TheFinerPoint.org ("website") and its associated human-based translation and editing services ("Translation/Editing Services") rendered or to be rendered by Hillary Marzec / The Finer Point. By using the services advertised (or implied) in this website, you agree to be bound by these Terms and Conditions.

For the purposes of this Agreement,

“Original Material(s)” shall mean any electronic or hard copy documents that the Client transmits to The Finer Point, intended to be the subject of Translation/Editing Services hereunder. The final translated/edited version of the Source Material(s) shall be referred to as "Translated/Edited Material(s).”

Each order or formal request for the provision of the Translation/Editing Services shall be referred to as an “Order.”

1. TheFinerPoint.com offers the following Translation/Editing Services:

- a.) General Editing Services (including but not limited to proofreading, copywriting, etc.)
- b.) General Translating Services
- c.) Miscellaneous writing-related services as requested by client and agreed upon by client and Hillary Marzec (The Finer Point)

2. The charge for translation services is based on word-count; the charge for editing services is based on hours worked. The word-count for translated documents, as determined by The Finer Point, is final and non-negotiable. The word-count is clearly visible throughout the ordering process. Any changes to this word count will be communicated to the Client for approval.

3. All prices and rates quoted are subject to change without notice prior to formal acceptance of any Order. The Finer Point reserves the right to charge for additional Translation/Editing Services requested *after* an Order has been formally accepted.

4. The Client can request a Free Quote by contacting The Finer Point through its website/email address, and by submitting for estimation purposes at least part of the Original Material(s) to The Finer Point. Client is expected to provide accurate information about project details for estimation purposes (i.e., page number, level of editing sought, etc.).

5. The Client can obtain translating/editing services by agreeing with the Free Quote, signing and returning the estimate to The Finer Point before work begins.

6. The Client will be informed about the exact procedure for receiving the translated/edited files, and having signed and returned the estimate, agrees to act as quickly and efficiently as is possible to complete translating/editing process. The Finer Point is not responsible for any undue delay in the translating/editing process as caused by the Client.

7. The Client agrees to inform Hillary Marzec (The Finer Point) of any changes to or dissatisfaction with editing process in reasonable time for problem to be resolved. The Finer Point is not responsible for missed deadlines and/or failed expectations brought about by miscommunication and/or negligence on the part of the Client.

8. Original Material(s) will be virus checked upon receipt by The Finer Point.

9. The Finer Point reserves the right to refuse to translate/edit any Original Material(s) that is/are of an offensive nature, defamatory, obscene, in breach of any statutory or regulatory obligation, or is otherwise considered inappropriate by The Finer Point, whose decision in all matters shall be binding and conclusive.

10. Payment is possible by credit card (electronic, through Paypal) or check (paper mail). The Client recognizes and accepts that payment by check/mail will naturally lengthen somewhat the editing/translating process.

11. The Finer Point warrants that its Translation/Editing Services will meet reasonable commercial standards for professional human translation (i.e., human translation by a bilingual translator with reasonable skill in translating text with a proofread) and editing.

12. Times for expected receipt of the Translated/Edited Material(s) are displayed in the Free Quote. The Finer Point will use its best efforts to meet these deadlines but does not accept liability for any delay in delivery (be it electronic or paper mail). The Finer Point reserves the right to amend the delivery date and will make all reasonable efforts to contact the Client if there is any change in the delivery date.

13. The Client has 5 days from receipt of the final Translated/Edited Material(s) to inform The Finer Point of any errors or omissions contained in the translated/edited work. The Finer Point will make the necessary corrections free of charge and within a reasonable time frame.

14. Client Warranties

- a) The Client represents and warrants that it owns or is licensee of the Original Material(s) and all components thereof, and that translation/editing of the Original Material(s) and publication, distribution, sales or other use of the Translated/Edited Material(s) shall not infringe upon any copyright, trademark or patent, or other right of any third party. The Finer Point is not liable for any infringement resulting from Client's ignorance of copyrights, trademarks, patents, etc.
- b) The Client warrants not to use any device, software or routine to interfere with the proper working of the website or which may have a contaminating or detrimental effect on the website.
- c) The Client warrants to act always in a cooperative and productive way with The Finer Point to ensure a quick and streamlined editing/translating process. The Finer Point is not liable for undue delay in this process as caused wittingly or unwittingly by Client.

15. The Finer Point makes no representations or warranties of any kind, except as set forth above. **WITHOUT LIMITING THE FOREGOING, THE TRANSLATION/EDITING**

SERVICES ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS AND WITHOUT ANY OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

16. The Finer Point shall not be liable for any incidental, special or consequential damages or loss of any nature whatsoever, nor for any claim against the Client by any other person or entity, arising from or relating to the Translation/Editing Services rendered by The Finer Point, regardless of the nature of the claim or the form of the cause of action, whether in contract or in tort, or otherwise, and even if The Finer Point has been advised of the possibility of such damages by anything contained in related proposals and other documentation. The Finer Point shall not be responsible for any loss or damage to, nor the return of, any Original Material(s).

17. In the event that the Client breaches this Agreement, The Finer Point shall have the right to terminate this contract immediately, whereupon the Client shall pay the full purchase price provided hereunder for the Translation/Editing Services completed and for all work in progress. In the event that The Finer Point breaches this Agreement, the Client shall have the right to terminate whereupon The Finer Point shall return to the Client all Original Material(s) and data supplied by the Client together with all that exist as of the date of termination.

18. All right, title and interest in and to the Original Material(s) and, except as hereunder provided, the Translated/Edited Material(s), and any and all patent rights, copyright, know-how, and trade secrets therein are and remain the sole and exclusive property of the Client. Notwithstanding the above, the Client acknowledges that The Finer Point is the sole and exclusive owner of all right, title, and interest in and to all methodology, information, software, and databases used in translating the Original Material(s), and inventions, methodology, innovations, know-how, and databases developed by The Finer Point in the course of translating/editing the Original Material(s), including any and all patent rights, copyrights, know-how, and trade secrets therein. Provided that the Translated/Edited Material(s) and copyright, know-how and trade secrets therein shall remain the property (but not the risk) of The Finer Point until The Finer Point shall have been paid in full for such Translated/Edited Material(s).

19. The nature of the work performed and any information transmitted to The Finer Point by the Client shall be confidential. The Finer Point shall not without the prior consent of the Client divulge or otherwise disclose such information to any person other than authorized employees or authorized subcontractors of The Finer Point whose job performance requires such acts. The provisions of this paragraph shall not apply to the extent The Finer Point is required by law to divulge such information or to the extent such information is or becomes a matter of public knowledge other than by disclosure by The Finer Point.

20. The Client shall indemnify, defend, and hold harmless The Finer Point, its owners, directors, officers, employees, representatives, agents, successors and assigns from and against any and all losses, damages, costs and expenses, including reasonable legal fees, resulting from, arising out of or incidental to any suit, claim or demand based on:

- a.) the performance of this Agreement by either party,
- b.) the Client's breach of the covenants, representations and warranties made by it herein,

- c.) the manufacture, advertisement, promotion, sale or distribution of any items by the Client,
- d.) any taxes and duties, levies, tariffs, or like fees that may be imposed by any government or collective authority upon manufacture, advertisement, promotion, use, import, licensing or distribution of items by the Client, or
- e.) any claim that any element of the Translated Material(s) infringes any copyright, trademark, patent, or other proprietary right.

21. The Finer Point reserves the right to alter and/or terminate the contract with the Client for whatever reason.

22. All disclaimers, indemnities and exclusions in the Agreement shall survive termination for any reason.

23. If any part of these Terms and Conditions is held to be unlawful, invalid or unenforceable, that part shall be deemed severed and the validity and enforceability of the remaining Terms and Conditions shall not be affected.

24. The Finer Point may modify these Terms and Conditions at any time.

25. This Agreement is to be governed by and construed in accordance with U.S. Law. Any disputes shall be subject to the exclusive jurisdiction of U.S. courts.

26. You may provide links to the website, provided:

- a.) You do not remove or obscure, by framing or otherwise, the copyright notice, or other notices on the website.
- b.) Your website does not engage in illegal activities.
- c.) You discontinue providing links to the website immediately upon request by us.
- d.) Although informing us is not mandatory, we are glad to hear about third party links to our web site. You may send that information to info@thefinerpoint.org.

27. Copyright: All rights in the material and content on The Finer Point website are owned by Hillary Marzec.

- a.) Commercial use and/or publication: Commercial use and/or publication of all or part of the material, content, graphics, design, video, logos and other matters related to the website is prohibited without prior express authorization from Hillary Marzec. Permission for use must be requested from her. A proof or pre-production sample is requested before final approval is given.
- b.) Personal use: You may print out information from the website solely for internal, personal, non-commercial purposes and provided that you maintain all copyright and other policies contained therein, and that no modifications are made. Academic standards apply for citing and referencing source.