

Terms and Conditions

The terms used in these Terms and Conditions have the following meaning:

- **Service Provider** – Translagic B.V., with its registered office at Kasteellaan 1, 7461 PV Rijssen, the Netherlands, VAT No: NL 8139.35.398 B01, @translagic.eu
- **Course** – Translagic post-editing course, accessible on the **TalentLMS** e-learning platform, provided electronically via the e-learning platform by the Service Provider to the User in accordance with the law and on the terms set out in these Terms and Conditions.
- **E-learning platform** – the e-learning online platform www.talentlms.com.
- **User** – an individual or a legal entity that has completed the payment for the Course and is registered as a User on the e-learning platform.
- **Third party** – an individual, a legal entity or an organisational unit without legal personality within the meaning of Dutch law, other than a User or the Service Provider.
- **User credentials**: a user name and a password.
 - **User name**: a unique string of symbols that is first generated by the e-learning platform and contains the initials of the User's name, or more letters if necessary, for differentiation with already registered users.
 - **Password** – a unique string of characters that meets the technical requirements defined by the e-learning platform, selected by the User in order to authorise access and secure the account against unauthorised access to the account.
- **Privacy Policy** – the document that defines the method of processing data by Service Provider.
- **Payment** – the fee charged for using the Course in accordance with the actual use of the Course, given on Service Provider's web site, with applicable discounts and coupons issued by the Service Provider and distributed by the Service Provider and/or third parties cooperating with the Service Provider in marketing or distributing the Course.
- **External Payment Channel** – an external operator: Mollie online payments system <https://www.mollie.com/en/>
- **Digital content** – data generated and delivered in digital form,
- **Personal data** – data allowing a natural person to be identified,
- **Act of God** – an accidental or natural (act of God) event, the occurrence of which is beyond the control of the Service Provider (including, among other things, fire, explosion, power failure, earthquake, flood, cloudburst, riots, actions by civilian or military bodies, war, acts of terrorism (including cyber-terrorism), cyber-attacks (e.g. DDOS), acts and/or omissions of ICT network operators and other random events)
- **Business day** – Monday to Friday from 09.00 to 17.00, Central European Time, except for public holidays in Poland and the Netherlands, or holidays specified by the Service Provider on the Service Provider website.

1. Intellectual Property Rights

1.1 Economic rights regarding all the materials displayed in the Course belong to the Service Provider. The author's rights are shared by the authors of the videos, video leads and the Service Provider. The rights to graphic design items and the graphic style concept of the Course belong to the Service Provider. The copyright to the texts used in the interactive tasks in the Course belong to Agence Europe S.A.

1.2 No content can be created that would be guarded by intellectual property rights for the Users on the Course. The text corrections cannot be seen as a product due to their nature of an edition that will not be processed by the Service Provider after the completion of the Course, and will only be accessible to the User in the process of checking the task.

1.3 Apart from the completion of the interactive tasks and tests, no other changes to the Course materials are allowed.

2. Restrictions

2.1 Users are specifically restricted from all of the following:

- publishing any course material in any other media without prior written consent from the Service Provider;
- selling, sublicensing and/or otherwise commercialising any course material;
- publicly performing and/or showing any course material, unless a special permit is received from the Service Provider;
- using this Website in any way that is or may be damaging to this course or the e-learning platform on which the course is positioned;
- using this course in any way that impacts user access to the course itself or the e-learning platform;
- using this course or the e-learning platform contrary to applicable laws and regulations, or in any way that may cause harm to the course, the e-learning platform, or to any individual or legal entity;
- providing illegal content;
- using this course to engage in any advertising or marketing.

3. Access to the Course

3.1 The buyer receives User Credentials upon completing the Payment for the Course electronically. Receipt of Payment is followed by registering the buyer as a User on the e-learning platform. The registration is the event that is considered to be the beginning of providing educational services in the form of an online Course in post-editing by the Service Provider to the buyer.

3.2 The service is provided for the duration of the Course, upon payment of the course fee. The updated versions of the Course will be accessible after paying for access to the new version. The Service Provider does not accept responsibility for breaches in delivery due to an Act of God, or those caused by the malfunctioning of the e-learning platform.

4. User credentials

4.1 User credentials (the User name and the Password) are confidential, and Users are obliged to preserve the confidentiality of User data as well. Sharing the login data with other individuals or legal entities is strictly prohibited. The Course is intended for one-User study only, unless a specific agreement of sale permits otherwise.

4.2 The User name can be altered by the User upon the receipt of the registration email containing a registration link that redirects the User to the e-learning platform.

5. Scope and type of the Service provided

5.1 The Service Provider offers access to the Course and delivery of digital content via the Course, along with the use of the Course on terms in accordance with these Terms and Conditions.

5.2 The Course is designed and provided for educational purposes only. The Course materials cannot be used for any standardisation or as a standard or example for any kind of services. The Course materials have the value of an opinion statement based on professional experience in delivering or managing the delivery of post-editing services and personal views of the video presenters or text authors (in the case of videos with voice-over or read-aloud texts prepared by the Service Provider employees).

5.3 The Course consists of video modules and interactive tasks. The modules contain information on post-editing as it is described and characterised in ISO and in accordance of the major qualifications and skills foreseen by this standard for providing post-editing services.

5.4 The interactive tasks are based on texts from news bulletin EUROPE, all rights to which belong to Agence Europe press agency, with permission for the Service Provider to use the texts for the interactive tasks within the post-editing Course. The copying of texts is strictly prohibited.

6. Registration and logging in

6.1 Registration on the e-learning platform, and subsequent logging in, is possible by entering the Username and Password.

6.2 The User credentials are sent to the User in an automatic email from the e-learning platform on Business days after the Service Provider receives Payment. On average, the registration on the e-learning platform will be completed on the next Business day after the receipt of Payment at the latest.

6.3 Upon successfully Logging in, the User is automatically logged on the e-learning course and can use the course for the duration of the Course.

6.4 In the course of Registration, the User is required to provide their real name and email address, which is lawful and legal, and which they have the right to use.

7. The User's rights and obligations

7.1 The User has the right to:

- manage their Account (edit their details)
- use the Course and e-learning platform in accordance with these Terms and Conditions,
- submit inquiries to the Service Provider's customer support officials and/or submit complaints.

7.2 The User agrees to:

- use materials, personal data and/or digital content, for which they have full right of use (these may not infringe the rights of Third parties),
- check beforehand that they meet the technical requirements to use the Course and the e-learning platform,
- not to use the Course and the e-learning platform in a manner that interferes with the functioning of the Service,
- not to use the Course and the e-learning platform in a manner that violates the law,
- not to take any actions that violate the applicable law or morality, or violate the personal rights of other Users, Third parties or the legitimate interests of the Service Provider or other Users or Third parties,
- keep their User Credentials strictly confidential,
- not to make available their Account to any other Users or Third parties,

8. User content

8.1 User content will exclude any additions the User would make to perform the tasks and tests that are a part of the e-learning course, in order to accomplish the educational goals of the Course. Attempts of adding any other content are prohibited.

8.2 Any changes made in order to perform the practice tasks are not considered a separate product or text and are not stored and/or accessed by the Service Provider during or after the completion of the Course assignment beside the individual version of the task before its submission.

9. Warranties

9.1 This Course is provided “as is”, and the Service Provider expresses no representations or warranties of any kind related to this Course.

9.2 Nothing contained on this Course should be interpreted as providing a consultation on individual business activities. Materials including advice on efficiency of business projects, post-editing services or any other activities have the character of generalised information based on personal experience of a video lead or published materials that can be found in the bibliography list and carry no specific advice that can be taken as an exhortation to action or a consultation.

10. Limitation of liability

10.1 In no event will the Service Provider, nor any of its officers, directors or employees, be held liable for anything arising out of or in any way connected with your use of this Course or e-learning platform, whether or not such liability is under contract. The Service Provider, including its officers, directors and employees, will not be held liable for any indirect, consequential or special liability arising out of or in any way related to the use of this Course or the e-learning platform.

10.2 The course modules and tasks, in particular, the texts suggested for post-editing, are not aimed at any standardisation or providing a service standard sample for post-editing services. The texts are offered for the purposes of examples and for educational practice and cannot be used as any kind of standard in offering post-editing services.

11. Changes in the Terms and Conditions

11.1 The Service Provider may revise these Terms and Conditions at any time as it sees fit, in accordance with applicable law.

12. Assignment

12.1 The Service Provider may assign, transfer, and subcontract its rights and/or obligations under these Terms and Conditions without any notification. However, Users are not allowed to assign, transfer, or subcontract any of their rights and/or obligations under these Terms and Conditions.

13. Governing Law & Jurisdiction

13.1 These Terms and Conditions will be governed by and interpreted in accordance with the laws of the Netherlands.

13.2 The court competent to settle disputes is the court competent for the Service Provider's registered office.

14. Technical requirements

14.1 The proper operation of the e-learning course requires the use of a device connected to the internet, with cookies enabled.

14.2 The Service Provider recommends using the latest versions of web browsers. Where the User uses older versions of browsers, and/or other than the latest ones that are available, the Service Provider does not guarantee the proper operation of the Service.

14.3 Technical support is provided by the Service Provider electronically by email at: support@translavic.eu, and/or by telephone at: +31 548 65 76 72 extension 14. The support referred to in the preceding sentence is provided on Business days between 9 am and 17 pm CET. The Service Provider does not provide support for the use of any external services.

15. Term and termination

15.1 Access to the Course is granted upon the payment and can be terminated in case of misuse of the Course or attempted or incurred damage to the Course, Course materials or the e-learning platform; data privacy breach or misuse of User credentials.

15.2 Access to the Course is guaranteed for the duration of the Course. From the moment the Service Provider creates a User Account on the e-learning platform, the User has a maximum of six months to complete the Course. After six months, the User Account is automatically deactivated.

15.3 Once the User has made Payment for the Course, the User does not have the right to claim reimbursement for not fulfilling the Course to the end. After the Payment, the Service Provider provides the Service and delivers it "as is".

16. Payments

16.1 Payments are collected via the External Payment Channel. An email confirming the Payment is sent to the User automatically, and the invoice confirming the payment is sent to the Account Holder's email address within five Business days subsequent to the day of the receipt of the Payment.

16.2 In the absence of funds on the payment account, the Payment will not be processed and therefore the purchase of the Course will not be considered to have been made.

16.3 The External Payment Channel requires entering the necessary card details or account details.

16.4 Some banks may charge a fee/commission for card payments and add it in accordance with their own price lists, which is beyond control of the Service Provider. Please read the terms of billing and settlements in force at your bank, in particular for international payments.

17. Liability

17.1 The User is fully liable for their activities related to the use of the Account.

18. Complaints

18.1 Any complaints should be filed electronically within 30 days of discovering a fault (e.g. faulty operation of the Service) to customer support. The complaint should include:

- a. the User name,
- b. as accurate a description of the irregularities as possible (including time and place of occurrence),
- c. a possible indication of how the complaint should be resolved.

The complaint will be processed within the earliest possible date, but not later than 14 days from the date of being filed.

The date of filing a complaint will be the date when the Service Provider receives the complaint notice.

19. Deletion of the User Account

19.1 The User Account on the e-learning platform may be deleted by the User or by the Service provider at the User's request, or due to a severe breach of these Terms and Conditions and/or a danger created by the User to other Users or the Course content.

20. Personal Data Protection and Privacy Policy

20.1 By purchasing this Course and accepting its Terms and Conditions, the User agrees to the processing of his/her personal data by Translatic BV in accordance with Article 6(1)(a) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

In order to deliver the Course and provide the User with an invoice, the Service Provider processes the following personal data:

- Name and address details + company name if applicable
- VAT number if applicable
- Email address
- Selected language pair for the interactive tasks
- Years of experience in the translation industry (for statistical purposes)
- Username + password of the User Account
- Course progress (e.g. time spent, quiz scores, certification yes/no)

The External Payment Channel (Mollie) processes the following data for the online payment:

- Bank account/credit card details
- IP address
- Internet browser
- Device type (desktop/mobile)

The terms for processing personal data are set out in the Privacy Statement that can be found at <https://www.translavic.eu/en/privacy-statement/>.

21. Final provisions

21.1 The Service Provider makes these Terms and Conditions available before the Registration, and sends these Terms and Conditions using a durable medium. If the User has problems in displaying or reading these Terms and Conditions, upon making an individual request to technical support, these Terms and Conditions may also be made available in a different manner, e.g. sent by email.

21.2 The Service Provider reserves the right to amend these Terms and Conditions. Each document is marked with the date from which its provisions are effective.

21.3 Where a Third party becomes aware of a violation of the law, that Third party is required to contact customer support and submit a reliable message or an official notification of the illegal nature of the data, including personal data, made available by the User.

21.4 To matters on which these Terms and Conditions remain silent, the relevant provisions of Dutch law and/or the law applicable to the place of residence of the User will apply.

Should any of the provision of these Terms and Conditions be changed and/or invalidated as a result of a valid court decision, the remaining provisions will remain in force.

21.5 The Service Provider's time zone is CET (Central European Time).

21.6 These Terms and Conditions are effective from 15 September 2020