Last update: 11/02/2023

1. Company profile, head office, target market.

Translations Universe is a professional translation agency, based in Martina Franca (TA), Str. Gemma 2 Zona F n. 64, Italy, with **VAT number IT03138740737** (Registered and verifiable at the European VAT database VIES). The company was founded in 2011, in Martina Franca, by Dr. Gianmarco Semeraro, owner of the agency and responsible for administrative activities.

Translations Universe is the owner of the website www.translationsuniverse.com

The object of the activity is the online sale of services, this activity of electronic commerce is governed by Legislative Decree no. 70 of April 9, 2003.

Sales contracts between customers and online sites owned by Translations Universe will be governed by Italian law.

Customers who purchase according to the procedures set out in the site declare to have read and understood all the information provided for the purchase procedure and consequently to accept in full the general conditions of sale and payment transcribed below.

These general conditions of sale together with the methods of payment and delivery of services are an integral part of the contract of sale between the customers and Translations Universe, therefore customers are invited to read them carefully and take them into account.

In the event of disputes of any kind, the place of jurisdiction is the court of Taranto.

2. Nature and features of the services offered.

The agency provides professional services in the field of *translations, proofreading and audio-video transcriptions*.

The commissioned files are uploaded to the web platform www.translationsuniverse.comor sent by email to info@translationsuniverse.com.

Translation service: the agency provides professional translation services in 33 languages (Albanian, Arabic, Bulgarian, Chinese, Danish, English, French, German, Greek, Hungarian, Italian, Japanese, Korean, Polish, Portuguese, Romanian, Russian, Serbian, Slovak, Spanish, Swedish, Swiss, Turkish, Ukrainian).

The professional translation service is provided to private and business clients, both national and international, in technical and general areas:

- *Expert translations*: Business/Forex/Finance - Marketing - Ad-words/Banners - Certificates/Patents - Gastronomy - Tourism - Medical/Cosmetics - Home&Furniture - Automotive - Fashion&Design - Legal - Mobile Application - Software/IT - Gaming - Website Translation. The above-mentioned areas require specific skills from the translators who collaborate with Translations Universe and the rates applied are generally higher than those considered to be generic.;

- *General translations*: Customers can benefit from a more general translation, which does not require any special sectoral knowledge on the part of the translators, and the corresponding rates will be lower than those for technical projects. Note: Translations Universe translators may recognize the technical nature of some projects commissioned as general. In this case, we invite the client to pay the difference between the general project commissioned and the technical project. If the client refuses the surcharge, the entire amount spent will be reimbursed, net of commissions for the transfer of funds (e.g. Paypal fees or bank charges). If the translators have carried out part of the project before reporting the technical nature of the project, the client will be returned the partially translated work and will be charged the costs of the work done up to that time, the remaining part will be refunded, net of fees for the transfer of funds (e.g. Paypal fees or bank charges);
- *Tools used for translation*: when it comes to professional translation, the professionals at Translations Universe make use of specific tools, programs and technologies available in the translation market. These tools allow you to create specific terminology databases, translation memories, glossaries and dictionaries that will be reused in projects commissioned by users, in order to preserve contexts, project linearity and terminology specific to the sector of the client who orders the project. Translations Universe is trained to manage and translate using TMX (Translation Memories) and external translation platforms and software;
- *Extension of delivered translation files*: files are generally returned in the same format as the source text, unless special requests are made by customers. Translators who provide their service to Translations Universe work on editable texts in digital format. In the event that texts in paper format or the acquisition of paper formats are commissioned, surcharges may be applied for the transcription of sources in digital format;

Transcription service: the agency provides an audio/video transcription service. The service consists of a digital format written multimedia files of audio or visual nature. It is possible to translate audio or video multimedia files, this requires the transcription and translation of multimedia files, therefore, will apply the combined rates for the service of transcription and translation. The customer can make a specific request for the typology of transcription to be applied:

- *Soft transcription*: the transcription is reported in digital format reconstructing the dynamics of the text while maintaining the meaning of the interlocutions of the source file. This means that any parts of the text could be cut, as in the case of exclamations, meaningless sentences, truncated sentences, sounds or words in the background;
- *Literal transcription*: the transcription is reported in digital format keeping unchanged the dialogue of the multimedia file. All parts of the speech will be transcribed, including truncated sentences, exclamations, interjections, ideophones. This type of transcription is required if the contents to be transcribed are of a legal nature or in any other case if expressly requested by the customer;

Note: Translations Universe reserves the right to reject multimedia files, even during the construction process, if they are compromised or if the audios are corrupted in any way and therefore impossible to be transcribed.

- *Tools used for transcription*: for professional transcription, experts at Translations Universe use specific tools, programs and technologies available within the transcription market. These tools allow to listen to multimedia files, play them, stop them or rewind them quickly, in order to ensure speed and quality of service. In order to deal with large transcription projects in a short time, it may be necessary to divide the multimedia files and assign them to several professionals.

Translations Universe project managers will ensure that the parts are intact, smooth and uninterrupted;

- *Extension of delivered transcription files*: files are generally returned in the same format as the source of the commissioned text, unless special requests are made by customers. Translations Universe translators work on editable texts in digital format.

Editing service: Translations Universe provides a professional editing service in 33 languages (Albanian, Arabic, Bulgarian, Chinese, Danish, English, French, German, Greek, Hungarian, Italian, Japanese, Korean, Polish, Portuguese, Romanian, Russian, Serbian, Slovak, Spanish, Swedish, Swiss, Turkish, Ukrainian).

Customers have the option to commission Translations Universe to review translated files from third parties, agencies, translators or machine translation tools.

Depending on the volume of editing work to be done on the commissioned texts, Translations Universe is able to provide two tiers of text revision:

- *Proofreading service*: Translations Universe professionals will review texts and modify their structure, layout, punctuation, revise them with automatic correction tools and improve their quality. If the text is corrupted in more than one part and the sense, legibility, grammar or syntax are considered compromised, the client will be notified of the need to use the editing service, which involves partial or total rewriting in order to use the translated text. If the customer expressly requests a Proofreading service, on a corrupted text and, after receiving notification of the need to raise it to the next level of revision should refuse, Translations Universe does not assume responsibility for the integrity of the text produced;
- *Editing service*: Translations Universe professionals will review texts and modify their structure, layout, punctuation, grammar, syntax and improve readability, consistency and context. This level of editing is subject to higher pricing than Proofreading. In this case, Translations Universe assumes responsibility for the integrity of the text produced. If, as a result of the editing, the text parts should be compromised in quality or damaged in their integrity, the customer may request a refund of the service purchased, net of any fees for the transfer of funds (e.g. Paypal rates or bank charges).

Note: the conditions relating to the rates applied are subject to review by the internal project managers and may be discussed depending on the projects commissioned.

3. Benefits of the services provided

Translations Universe is able to guarantee customer satisfaction always in terms of speed and savings. Translations Universe provides review, human translation and transcription services in 33 languages.

Translations Universe offers professional translations in technical areas at different rates than general translations. If the client considers that the content to be translated does not require any technical knowledge, he will choose the "General" translation area.

However, Translations Universe translators may recognize the technical aspect of some content and report it, so the customer will be asked if they agree to pay the excess to translate the technical content or if they wish to request a refund (net of transfer fees).

We have an effective customer service that responds and implements all processes to respond to requests, resolve disputes or provide clarification on the services we offer.

- *Customer service*: the Translations Universe support team is able to meet the most diverse language requirements. Some project committee cases require special attention so clients prefer to contact us by phone or email to agree on the development of their translation projects. The online project submission tool remains a valuable tool for commissioning translation projects.

  Customer support can be contacted by email at info@translationsuniverse.com, by phone at +39 080 5245900 or via the contact form under "Contact" on www.translationsuniverse.com.

Translations Universe's project management team is composed of in-house translators and can respond to requests for contact in English.

- *Project management*: Translations Universe relies on specialized figures within the management team who can coordinate the work of translation, transcription and revision. In the event that the client commissions large projects, or on a regular basis, the project management will ensure that the returning clients are followed by reference figures who will take care of the management of relations with the client, their accounting, support, execution and delivery of projects;

- *Network of language professionals*: all professional language services are offered and managed by native-speaking professionals who guarantee the speed of service, the integrity of the contents and the quality of the texts produced. Translations Universe has a certified staff that operates remotely and internally, coordinated by the internal management of the agency.

For this reason, it is possible to count on a service, always punctual, linear and contextualized, in the event that the translations are significant and related to a particular area of expertise.

Translations Universe evaluates, selects and collaborates with professional translators, carefully selected according to their expertise. The translators are industry experts who know and work with the latest translation systems and programs.

Note: *In some cases, the customer may specifically request to work with one or more of the translators. This is a practice that Translations Universe recommends in order to preserve the context, terminology and consistency of the work commissioned and carried out for a given client.*

4. Online services purchasing process

On the website www.translationsuniverse.com it is possible to purchase online translation, transcription and proofreading services. For this purpose, Translations Universe has been introduced that allows the customer to complete the entire process of buying these services.

In particular:

- *Registration*: The user is required to register and fill in the following fields: name, surname, password, email, captcha, city, nationality, telephone number, address. The asterisk fields are mandatory. The data will be kept for invoicing, marketing, contacts relating to projects commissioned. Under no circumstances will the information be given to third parties without prior notice to the customer. At the time of registration, the customer tacitly accepts these Terms and Conditions of Service which are valid from the time of registration and for any project commissioned;

- *Choosing the service*: The user can choose whether to commission translation, transcription or text revision projects. The online tool offers the possibility to choose between one or more language combinations for commissioning projects. A language combination is a combination of source language (file to be translated) and target language (translated file). In addition to choosing the language combination, the user can upload the file to be translated, proofread or transcribed or choose to communicate the word count measured. The word count will be analysed by the Translations Universe project management and the final quotations will be calculated on the basis of the count provided by Translations Universe. Should the automatic counting tool return an incorrect value, Translations Universe reserves the right to contact the customer in order to request an integration on the basis of the prices listed on the site. In no case will refund requests be accepted if the customer has intentionally communicated and paid part of the project;

- *General and expert translation service*: the automatic purchasing system allows the customer to choose between two levels of competence, general and expert. For specifications on these two levels, it is necessary to refer to point 2 of the Terms and Conditions of Service;

- *Right to reject commissions*: Translations Universe may reject projects commissioned due to force majeure that may make it impossible to provide the service offered. The causes may be due to technical inefficiencies of the online platform, to the lack of professional translators able to serve the language combinations chosen at the time of purchase, or to the impossibility of delivering the projects within the established timeframe. If the customer has already paid for the chosen service, the refund terms will be applied (Point 8);

- *Guidelines:* during the ordering phase, the client may provide notes to the project, which will be used by the translators to follow the style, context, glossaries (if provided), formats and any useful guidelines for the development of the project commissioned; should the professional in charge fail to follow the guidelines provided by the client, it will be possible to contact the **project management** at info@translationsuniverse.com. In this case, the client may submit his/her complaint, which will be subject to careful review by the Translations Universe team;

- *Files upload:* customers can upload files in multiple formats (e.g. docx, xls, pdf, ppx, etc.). The customer is expected to receive a translation in the same format as the source text, unless the customer makes special requests or the translators are required to do so. Translations Universe will promptly inform the customer about the need to return a file in a format different from the original. If the commissioned texts were to be translated into several languages, the files could be organized on spreadsheets, with the source text facing the translated texts (this operation makes it easy to identify the portions of the translated text matching the source text). Translations Universe project management will receive the file uploaded by the customers via the "**Launch project**" tool by email, proceed to verify the integrity of the commissioned files and organize the work in order to be able to meet the required deadlines and quality;

- ***Terms & Conditions:*** **when purchasing the online service, the customer will be notified of the acceptance of these Terms and Conditions for the purchase of the online services.**

5. Prices, taxation, deposits, payment methods, billing, encrypted payments, currencies, transfer fees

Prices of professional services offered by Translations Universe are calculated according to the type of service requested:

- **Translation service**: the unit of measurement taken into account is the source word. The automatic online system automatically calculates the number of words in a file and returns the final word count.

The total word count is multiplied by the tariff per word applied, according to the language and according to the type of translation required (general or expert);

- **Editing/Proofreading service**: the unit of measurement taken into account is the word. The automatic online system automatically calculates the number of words in a file and returns the final word count. The total word count is multiplied by the rate per word applied, according to the language and according to the type of revision required (proofreading and editing);
- **Transcription service**: the unit of measurement taken into account is the minute. The automatic online system automatically calculates the number of recording minutes present in an audio or video file and returns the final minute count. The total minute count is multiplied by the rate per minute applied, depending on the language and the type of transcription required (soft and literal).

Total prices shown on the "Pricing" page and the partial prices returned by the automatic purchasing tool are to be considered net of any transfer fees and VAT.

Note: Translations Universe operates in Italy, therefore, prices for commissions are subject to taxation, depending on the following ***criteria for taxation****:*

- ***Eurozone customers with VAT number****: in case the clients have a valid VAT number, within the Eurozone, the 22% VAT tax will not be applied (Art. 41 d.l. n. 331/93);*
- ***Eurozone customers without VAT number****: in case the clients do NOT have a valid VAT number, the 22% VAT tax will be applied within the Eurozone;*
- ***Non-EU customers****: No taxation is applied for orders placed by clients with offices registered outside the Eurozone (Non Imp.li art. 8, C.1 Lett. A- DPR 633/72).*

Orders deposits

If necessary, the agency Translations Universe reserves the right to request from the clients a deposit of **30% - 50% - 75%, in advance,** of the total commission and the relative balance before the delivery of the commissioned projects.

The deposit is retained as a down payment and as a guarantee to start the translation process. The total balance must be paid before the delivery of the complete project and in no case can partial versions be requested without paying the fee required for the service.

Note: in the event that the client decides to interrupt an ongoing translation process, for reasons beyond the responsibility of Translations Universe, the initial deposit required as security will be retained.

Payments Methods

Translations Universe requests, elaborates and processes the data for the payment for the requested services. When creating the online order, the price for the total amount will be generated. The online tool will redirect to the Paypal payment portal in order to complete the payment.

Through the payment provider Paypal Translations Universe accepts payments via Paypal account and credit cards. Once the payment has been made, the customer will be redirected to the order page of the Translations Universe website, where the order will be summarized.

The direct Paypal payment address of Translations Universe is: info@translationsuniverse.com.

Translations Universe accepts bank transfers, in full or as a deposit, should customers request it. Following the customer's request, the bank details will be sent via email to make the transfers.

Invoicing

After the creation of the order, the payment, the processing and the delivery of the purchased service, Translations Universe issues an invoice containing the fees including the transfer commissions, the expected taxes, the payment details, the order number, the company data of Translations Universe and the recipient which purchased the service.

Invoices can also be requested from the Translations Universe project management, indicating the order number, at the address: info@translationsuniverse.com.

Encrypted payments

The http://www.translationsuniverse.com website is protected by SSL - "Secure Sockets Layer", a standard technology that guarantees the security of an Internet connection and protects sensitive data exchanged between two systems by preventing cybercriminals from reading and modifying the information transferred, which may also include personal data. Communication between systems may involve one server or client (e.g., an e-commerce website and a browser) or two servers (e.g., an application based on personally identifiable information or payroll data).

This prevents the reading and interception of any data transferred from one user to another. Encryption algorithms can be used to encrypt data in transit, preventing hackers from reading it during transit over a digital connection. Such information may be sensitive or personal in nature, such as credit card numbers, other financial information, names and addresses.

Accepted Currencies

Through the Paypal payment provider, Translations Universe accepts payments from the countries supported by the service and in the available currencies listed. For any information, please refer to the conditions of use of Paypal.

The conversion rates are subject to change according to fluctuations of the value of the currencies on the market, subject to the exchange rates applied by Paypal.

Transfer fees

Translations Universe has the right to charge commissions on the transfer of funds through Paypal, credit cards and bank transfers. The fees applied to transfers are added to the total expenditure on orders received automatically, for online orders, and manually for payments processed by bank transfer.

6. Project delivery, deadline for delivery, file extension delivered

Once the registration has been completed, together with the choice of the service, the acceptance of the terms of purchase of the service, the upload of the files, the choice of the translation area and the language combinations, it will be provided a quote in terms of word count (trough the automatic calculation tool) as well as the production of the cost estimate, it will be notified **the delivery times for the project** (via email, attached to the order confirmation and online).

Deadlines for delivery

Translations Universe translators are able to translate an average of 2,000 words per day, taking into account any needs or holiday periods and taking into account any public holidays that may be required in the country of the native translator in charge. If it is not possible to respect the established time frame, the client will be notified, by email, to the address that registered for the purchase of the service, within 50% of the time frame communicated for delivery. If the customer refuses the new schedule communicated, will be delivered the work done until that time (from the time of refusal, communicated by email to info@translationsuniverse.com) and refunded the remaining part, expressed as a percentage, net of any fees for the transfer of funds (e.g. Paypal rates or bank charges);

Guidelines for estimating deadlines:

- 1-100 source words: 30 min;
- 101-300 source words: 1 hour;
- 301-500 source words: 2 hours and 30 min;
- 501-1,000 source words: 4 hours 30 min;
- 2,000 source words: 8 hours and 30 min;
- 2,000(+) source words: +12 hours per 1,000 words;

Delivered file extension

The standard delivery method of the file assumes that the translated files are returned in the same format as ordered by the customer, unless otherwise specified by the customer. The customer may request to convert the files into a format of his choice, communicating this in advance via the guidelines or at the end of the translation. *Note: Translations Universe reserves the right to reject the request to convert the file into a format that is impractical for the purpose of the translation process. Furthermore, Translations Universe reserves the right to apply a surcharge on the request for conversion of the file into a format requested by the client (e.g. conversion of a file into a non-editable pdf format, into an editable text format).*

7. Right of withdrawal, timing for withdrawal of the sales agreement, withdrawal procedures

Once the project has been purchased and commissioned, the agreement may be terminated by the parties in the following ways:

- Right of withdrawal exercised by Translations Universe: Translations Universe reserves the right to withdraw from the agreement regarding the sales of the service at any time, as a consequence of: **after the notification made by the translators**[1] who provide their services to Translations Universe (related to any problems linked to the nature of the files commissioned. If the source file is compromised, written in a language different from the one chosen as the target language at the time of the commission), **after the notification of incorrect word count**[2] (this occurs if the automatic counting tool returns incorrect values, even if the client has paid in part or in full for the incorrectly counted words), **after the notification of the inability to access the commissioned file**[3] (this occurs in the event that the commissioned file is corrupt, illegible, damaged or does not comply with the guidelines specified by the client), **after the notification of non-receipt of payment or partial payment**[4] (if payment is not received or is received only partially by Paypal, credit card or bank transfer), **after the notification made by project management5** (the project

managers and Translations Universe staff reserve the right to withdraw from the terms of sale), **after the notification made by the project management or Translations Universe translators regarding sensitive nature of source text[6]** (if the commissioned files are considered to be fraudulent, discriminatory, child pornographic, sensitive at the discretion of the project management). *Note: the right of withdrawal by Translations Universe is subject to the conditions for reimbursement indicated in the Terms and Conditions;*

- Right of withdrawal exercised by the customer: the client may withdraw from the contract for the purchase of the service provided by Translations Universe at any time, following: **failure to respect the deadlines[1]** (Translations Universe's project management will ensure that any changes in the delivery times are communicated, except in cases linked to force majeure independent of Translations Universe's ability to provide the service - e.g. failure to provide the service by a professional who provides his or her service to Translations Universe. In any case, Translations Universe will communicate the variation of the deadlines within 50% of the time indicated for the entire project, at the time of the client's commission), **failure to observe the guidelines provided by the client when purchasing the service[2]** (this occurs if the Translations Universe project management or the translators who provide the service to the client fail to follow the guidelines given by the client when commissioning the project, eg. the choice of formal or informal language, or the delivery in a format different from the one indicated by the client in the guidelines), **failure to observe the terminology, glossaries and reference files[3]** (this occurs if Translations Universe's project management or its translators fail to comply with the terminology database, glossaries, TMX translation memories or reference files provided by the client during the commissioning phase), **failure to respect the language combination requested by the client[4]** (this occurs if Translations Universe's project management or the translators who provide the service to the client deliver the translated file in a language other than the one indicated by the client during the commissioning phase).

Timing for exercising the right of withdrawal

- Timeframe for Translations Universe to exercise its right of withdrawal: Translations Universe undertakes to communicate and exercise its right of withdrawal, should one of the above conditions occur: **during the commissioning of the project by the customer[1]** , **during the processing of the project[2]** , by communicating via email the reasons that led Translations Universe to exercise its right to withdraw from the terms for the performance of the service, **at the end or at the delivery[3]** of the project commissioned, should the customer neglect the present document of the Terms and Conditions. *Note: Translations Universe reserves the right to refuse to deliver the commissions if the files ordered fall within the cases indicated in point 6 of the terms for withdrawal by Translations Universe and, if necessary, to withhold part or all of the expenses incurred by the customer, until the dispute can be considered resolved*;
- Timeframe for the customer his/her/it's right of withdrawal: the customer may exercise his right of withdrawal to the terms of purchase if the cases reported in the terms of withdrawal by the customer should occur. In this case, the customer may notify the urgency of having to exercise his/her right of withdrawal, immediately after the commission of the project. **The communication must be made by email** within a few minutes of the project commission (the project management of Translations Universe reserves the right to reject the request for withdrawal by the customer if he/she has been late in communicating his/her intention to exercise his/her right of withdrawal. In this regard, Translations Universe reserves the right to partially or totally withhold the expenses paid by the client, until the dispute can be considered resolved). The client will be entitled to a refund, if justified, in a percentage directly proportional to the difference between the length of the text commissioned and the length of the text already translated by the translator in charge (e.g. if the client should withdraw

when 30% of the work has already been carried out, then he/she will have to pay for 30% of the total commissioned, the remaining part will be refunded net of any commissions for the transfer of funds (e.g. Paypal rates or bank commissions).

Procedures for exercising the right of withdrawal

The right to exercise the right of withdrawal, on both sides, must be communicated by email, to info@translationsuniverse.com, to withdraw from the terms and conditions exercised by Translations Universe, and to the email used by the customer during registration, to withdraw from the terms and conditions exercised by the customer. *Note: other ways of communicating the willingness of the parties to exercise their right of withdrawal, such as social networks, Skype, or telephone communications, will not be considered valid.*

8. Refunds, timing, refund policy, cases and percentage of reimbursement

Refund timing

Translations Universe processes the reimbursement cases and processes them on the basis of the event that occurred. In any case, disputes over reimbursement claims may be subject to a study and processing time that may take up to 30 days. The outcome of the investigation of the case study in question will be communicated via the email used by the client to register online on the Translations Universe website.

Refund requests: where to send

Requests for refunds shall be sent by email to info@translationsuniverse.com, attaching documentation and related files with indications that clearly show the problems encountered in the files delivered by Translations Universe. Requests for refunds made through social channels or other means of communication will not be taken into consideration.

Refund Policy

Once the nature of the dispute has been verified and the service offered by Translations Universe has caused loss to the customer, the refund will be made by paying the agreed amount to the credit card, Paypal account or bank account from which the payment for the disputed service has been sent. It is not possible to request a refund to recipients other than those from whom the service for which the refund was requested was paid.

Cases and percentage to be refunded

Translations Universe undertakes to provide reimbursement, credit or replacement services for the following cases:

- **Failure to meet deadlines**: Customers who purchase Translations Universe services are made aware of the delivery times, at the time of purchase, by email and/or by online purchasing tool. If it is not possible to respect the pre-established deadlines, the customer is notified, by email, to the address that registered for the purchase of the service, within 50% of the delivery time communicated. If the customer refuses the new time frame communicated, the work carried out up to that moment will be delivered (from the moment of refusal, communicated by email to the address info@translationsuniverse.com) and the remaining part, expressed as a percentage, net of any commissions for the transfer of funds (e.g. Paypal rates or bank commissions) will be refunded;

- **Discrepancy between the service selected by the customer and the subject area/competence recognised by the translators**: Customers can benefit from a general scope translation, which does not require any special sectoral knowledge on the part of the translators and the rates will be lower than expert projects. Note: *Translations Universe translators may recognize the technical nature of some projects commissioned as general. In this case, we invite the client to settle the difference between the general project commissioned and the technical project. If the client refuses the surcharge, the entire amount spent will be reimbursed, net of any commissions for the transfer of funds (e.g. Paypal fees or bank charges). If the translators have carried out part of the project before denouncing the technical nature of the project, the client will be returned the partially translated work and will be charged the costs of the work carried out up to that moment, and the remaining part, expressed as a percentage, will be refunded, net of any fees for the transfer of funds (E.g. Paypal Fees or bank charges);*

- **Lack of accuracy of the projects delivered or of compliance with the guidelines**: If, following the delivery of a project, the customer disputes its accuracy or non-compliance with the guidelines, a refund request could be made, which will be subject to the above-mentioned refund timescales. The Translations Universe management will verify the nature of the problem encountered by the client and, if confirmed, the client will have the right to request: **to entrust the project to another professional**[1] designated by Translations Universe, completely free of charge, **to have the project reviewed by a professional auditor**[2] designated by Translations Universe, in order to optimize its quality or to implement the guidelines, or **to receive a credit**[3] depending on the percentage of inaccuracies found within the project delivered. Note: *if, as a result of the replacement editing, the text parts should be compromised in quality or damaged in their integrity, the customer may request a refund of the service purchased, net of any fees for the transfer of funds (e.g., Paypal rates or bank fees) within a maximum of 10 working days;*
- **Wrong word counting when purchasing online services:** the word count is returned by the online automatism or detected manually by the project management, and the final estimates are generated on the basis of the count provided by Translations Universe. Should the automatic counting tool return an incorrect value, Translations Universe reserves the right to contact the customer in order to request an integration on the basis of the rates listed on the site. *If the customer refuses the surcharge, the entire amount spent will be reimbursed, net of any commissions for the transfer of funds (e.g. Paypal rates or bank commissions). Under no circumstances will be accepted requests for refunds if the customer has intentionally communicated and paid part of the project;*
- **Error in formatting delivered projects:** The standard delivery method of the file requires that the translated files are returned in the same format and text formatting (layout) as per the source file, unless otherwise specified by the customer. The customer can request to convert the files into a format of his choice, communicating it in advance through the guidelines or at the end of the translation. Note: *Translations Universe reserves the right to reject the request to convert the file into a format that is impractical for the purpose of the translation process. Furthermore, Translations Universe reserves the right to apply a surcharge on the request for conversion of the file into a format requested by the client (e.g. conversion of a file into a non-editable pdf format, into an editable text format). If the delivered file is processed in a different file extension or formatting (layout) than the one requested by the customer, the customer can request its correction free of charge;*
- **Request for a refund due to customer error when purchasing or sending files to be elaborated:** in the event that, through the use of the online purchase system, or by email, files or documents were sent by mistake, the customer may request interruption of the processing of projects and request a

refund. This right must be exercised within 10% of the estimated time for delivery (eg. the second day if the delivery is estimated at 20 days), in this case will be delivered the work done up to that time (from the time of notification, communicated by email to info@translationsuniverse.com) and refunded the remaining part, expressed as a percentage, net of any fees for the transfer of funds (eg. Paypal rates or bank charges);

- The effective time for **crediting the amounts paid** depends on the payment method used (for example, if the purchase was made through PayPal, the refund will be made to your PayPal account and will be immediately visible);
- ***Note*****:** *Translations Universe's project management can issue discounts, discount codes, discount rates, credits, if it considers useful in order to resolve a dispute with the customer;*
- ***Note 2:*** *Translations Universe collaborates with internal and external professionals, who are human mother-tongue professionals. Due to the nature of human translation, although supported by professional tools, it is subject to margin of error. Translations Universe works to ensure that the margin of error is as close as possible to 0%, thanks to the selective testing of the professionals, and continuous monitoring, market research and training tools.*

9. Privacy Policy Information and consent pursuant to D.L.GS.N.196/2003 - Personal data protection code

In accordance with and for the purposes of the provisions of Legislative Decree no. 196 of 30 June 2003, the Personal Data Protection Code, Translations Universe hereby inform that all personal data supplied and/or acquired subsequently will be processed by Translations Universe in Italy and abroad, using electronic and manual means, in compliance with the Code and current legislation on Privacy.

Purpose of data processing

The data collected are processed for the following purposes:

(a) register for the service;

(b) conclude and perform sales contracts;

(c) to carry out the formalities necessary for the performance of the contractual relationship established; d) comply with legal obligations, including accounting, administrative and tax obligations;

e) to resolve any reports after having ascertained the same;

f) send commercial information - by e-mail, text message, post, call-centre and other communication systems - advertising, information and promotional material also on products similar to those covered by the Contract;

g) to carry out market research, economic and statistical analysis by email, text message, post, call-center and other communication systems in order to verify the correct functioning of the services and their satisfaction;

h) to elaborate customized information about the consumption habit and orientation of the interested parties;

i) communicate the data to third parties for direct marketing purposes.

Classes of subjects to whom the data will be transmitted

The processing of the personal data in question, for the purposes set out above, may also be carried out by natural or legal persons, in Italy or abroad, who on behalf and/or in the interest of Translations Universe, provide specific processing services or who carry out related, instrumental or support activities. The

Contractors' data may be communicated for the purposes indicated above, not only to Translations Universe, but also to:

- Anyone who is the recipient of communications necessary to fulfil the obligations arising from the service;
- Third party companies specialising in the management of commercial information (such as, for example, data processing centres, banks, etc.).

Moreover, the Contractors' data will be processed for the same purposes also by:

- Companies and/or collaborators for the management of administrative services used to fulfil their legal or contractual obligations;
- Other subjects (companies, companies, individuals) who collaborate in the implementation of the Service. These subjects operate - in Italy, the EU or outside the EU - as Managers or Persons in Charge appropriately appointed and trained.

Data retention

The data in the possession of the company may only be used for the purposes indicated above and will be kept for the period of time necessary for the realisation of the same. After this period, the data will be deleted or transformed into anonymous form. For detailed data on purchases and services, the storage period will not be longer than that established by current legislation.

Rights of the data subject

Your right to exercise at any time the rights referred to in Article 7 (Right of access to personal data and other rights) of the Code remains unaffected, in particular: the right to access your personal data, request its rectification, updating and deletion if incomplete, incorrect or collected in violation of current legislation, and to oppose its processing for legitimate reasons, by sending a request, by email, to Translations Universe.

Data controller

The data controller is Translations Universe, with registered office in Martina Franca (TA), Str. Gemma 2 Zona F n. 64.

✓ Service supply

We and our service providers process your personal data in order to provide you with the full range of services and features we offer. This includes the data needed to create a customer account and the data needed to receive products and services.

✓ Marketing

We may use this information for marketing purposes, unless you choose to opt out, to provide you with personalized offers on our products and services.

✓ Recipients

We and our service providers access your personal information to provide you with the services described in this privacy policy.

✓ Your rights

If you are a resident of the EU or the European Economic Area (EEA) you have the right to access, correct and delete your data, withdraw your consent, oppose or limit the processing.

✓ Data retention

The data we use will be stored mainly in Italy, with us.

1. What personal data do we use, for what purposes and on what legal basis?

In order to provide our services and the full range of functions, we and our service providers use your data (including your name, e-mail address and IP address) for the purposes set out below:

- When you create an online customer account, to manage your account, to provide access to your shopping cart, to view purchased services, to verify your identity if you have forgotten your password;

- When you choose to provide us with additional information, such as your date of birth, address, personal settings, wish list and gender, to allow us to personalize both your profile and our recommendations to you;

- When you purchase a Translations Universe service product and you request an electronic receipt, to process your request;

- When a user participates in loyalty programs, we recommend our products to others, use a gift certificate, or when we offer discounts and bonuses, etc. We use this information in addition to your purchase information to determine if you are eligible for additional discounts and special offers;

- When you contact us to fulfil your inquiries, provide customer support and manage your inquiries.

In principle (unless we have a legal or other legitimate reason to maintain it), we delete information about a user:

- following your request;
- after the expiry of the relevant legal retention period;
- once we no longer have any business purpose to retain the data.

1.1 Interest-based advertising

We may contact you for direct marketing purposes via email, mail or other electronic communication methods (e.g. social media) unless you have chosen not to receive direct marketing messages. For certain types of direct marketing methods (e.g. text messages), we will obtain your explicit consent before sending you messages. To select which marketing information may be of interest to you and to personalize ads and offers:

We use publicly available information (for example, from social media profiles);

We analyse your account information and how you use our services, including our site, ads on third-party sites and our newsletter;

We use information collected from our service providers or partners (e.g. Google);

1.2 Targeting on different devices

In order to save your preferences, we analyse your use of our sites, provide interest-based advertising and provide customized ads on multiple devices and try to associate you with the different devices you are using. Technically, we are storing cookies on all the devices you use that match those in our internal database.

1.3 Log Files, Cookies and Similar Technologies

Each time you visit our website, our system stores data about your browser, its version, your computer's operating system, your IP address, the date, duration and time of your visit, the website you visited before and those you visited by following the links on our website. We use this information for our legitimate security interests and delete log files without undue delay.

For information on the use of cookies and similar technologies, please see our cookie policy.

1.4 Reviews and shared content

We do not control and assume any responsibility for the use of information by third party sites.

Please also note that you must own the intellectual property rights to the content uploaded to our site and that you share with us and not infringe the rights of others (e.g. intellectual property rights or data protection). By uploading such content, you grant us and our respective service providers a free, unlimited, non-exclusive, perpetual, irrevocable, sub-licensable, transferable and worldwide license to use, modify, copy, adapt, translate, publish, display, make available, communicate and distribute the content in whole or in part and to incorporate it in other works for any purpose such as advertising, marketing and promotions and in any form, media or technology known today or developed in the future.

1.5 Legal Basis (EU)

The following are the legal bases for each processing activity required in the EU. To the extent that such processing is necessary for the execution of the contract concluded with the user, this contract is based on Art. 6 (1) b of the General Data Protection Regulation of the EU (GDPR). This applies to the recruitment process and to all general activities described in section 1. unless expressly stated otherwise in the following sections:

Art. 6 (1) f GDPR (legitimate interests) sets out the basis for the processing of:

Information provided voluntarily to provide a functionally attractive and user-friendly service website;

data relating to a credit check, in order to offer different payment methods; log files, for security

reasons;

data for promotional e-mails sent to the user for products similar to his previous purchases, with the purpose of providing information presumably of interest to him;

For any other direct marketing purposes (e.g. additional e-mails, newsletters, text messages) we will ask for your consent (Art. 6(1) of the GDPR). In addition, the GDPR allows the processing required by law (e.g.

to respond to requests for information made by the user with the means made available and without undue delay).

2. Where do we obtain personal information from?

We obtain most of the personal data that we process from you or your actions, regardless of whether you have entered the data during the registration process, placed an order, followed your use of our website or newsletter, etc. In some cases, we receive personal information about you from our service providers and partners, for example from Facebook, Google, etc.

3. When do we share personal information?

We will share your personal information in the following cases:

3.1 Legal obligations and internal purposes

We can share professional information:

to comply with relevant laws and regulatory requirements and to respond to legitimate requests, court orders and legal proceedings, including requests to meet national security or law enforcement requirements; in order to protect and defend our rights or property or that of third parties; in an emergency, to protect the safety of our employees or any individual.

4. How long do we use personal information?

We will retain your personal information for as long as necessary to provide you with the features and services described in paragraph 1 above, for as long as reasonably necessary to promote our legitimate interests or for as long as required by law. For example, defence against, or recognition of, legal rights and obligations (e.g., tax laws, or the principle of liability, which requires us to demonstrate that our processing complies with applicable data protection laws). For example, to verify that you have chosen not to be interested or to be involved in promotional activities, we store your choice (e.g. through a cookie or statement).

5. What are your rights?

With respect to personal information provided or collected under this Privacy Policy, you may choose not to use it for direct marketing purposes, such as our correspondence about our products and promotions. Please note that it may take up to ninety (90) days for opt-outs to be fully effective if you exercise your opt-out choices. To exercise your opt-out rights, you can contact us at info@translationsuniverse.com.

5.1 Additional rights guaranteed by EU legislation

By contacting us from the EU, as set out in section 12 below, you may exercise your right to request (i) access, (ii) correction, (iii) deletion and (iv) limitation of the personal information we hold about you. You also have the right to (v) data portability (to receive the data provided in a machine-readable format) and, where applicable, (vi) the withdrawal of consent, (vii) the waiver of receiving marketing notifications and (viii) to object to the processing of data in accordance with our legitimate interests. You also have the right to (ix) lodge a complaint with the data protection authority.

6. Age Requirements and Children's Online Privacy Protection Act ("COPPA")

We do not knowingly collect, store or use personal information about children under the age of 16. Children under 16 years of age may not use our site without the supervision of a responsible adult. We will never request personal information from a child under the age of 16 without verifiable parental consent. If we become aware that a child under the age of 16 has submitted personal information without the prior consent of his or her parents, we will remove his or her personal information from our records.

7. Access and rights of the user in relation to their personal data

This site gives you the opportunity to view and edit the personal information you provide us in the "Edit profile" section of the site itself. You can access the information we hold about you, request correction in the event of incorrect data or deletion, unless it is necessary to retain the data for legal reasons. We encourage you to contact us with any questions you may have regarding the use of your personal information, using the contact details below.