

TERMS AND CONDITIONS FOR:  
INTERNATIONAL LANGUAGE INTERPRETERS, INC.

International Language Interpreters, Inc. a California corporation (International Language Interpreters) and you, the Customer, agree that the terms and conditions shown below will apply for all services rendered by International Language Interpreters.

Use of (International Language Interpreters) constitutes acceptance of all these terms and conditions (sometimes referred to as the Agreement).

1. Charges and Payments - Charges for (International Language Interpreters) are set forth in the Pricing section of (International Language Interpreters) Description. The rates and Pricing is subject to change from time to time and rates will apply to services provided to you by (International Language Interpreters). Payments shall be made by credit card using encryption communications ensuring that credit card details are passed in a secure format, check and or establish credit with (International Language Interpreters). Credit card details shall be captured by (International Language Interpreters) when Customer submits an order for (International Language Interpreters). In the case of an unsuccessful credit card validation, Customer shall be contacted by (International Language Interpreters) for order confirmation and payment details prior to the delivery of an Interpreter and / or Translation order. If Customer does not have a credit card then a monthly payment of no less than \$500.00 a month should be deposited into a holding account, where funds will be withdrawn as the services are billed and that account needs to be re-filled when the funds decrease to \$250.00, a statement will be mailed on a monthly or bi-weekly basis to the customer notifying them of the charges or (International Language Interpreters) may require customer to pay the 2-hour minimum or (requested time) prior to services and/or 50% non-refundable payment on all translations. Our terms are Net 15 for all customers, terms are offered to customers that can establish a good payment history and upon credit check.
2. Use of Service - A. Customer represents that (International Language Interpreters) will be used for its own internal purposes and not for re-sale. B. The following uses of (International Language Interpreters) are prohibited: the transmission of any message or other material which constitutes an infringement of any copyright, patent or trademark; an unauthorized disclosure of a trade secret; the transfer of any information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephones to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation. C. Customer agrees to defend and indemnify International Language Interpreters, Inc., its affiliates and their respective successors and to hold them harmless from any claim or action whatsoever arising from the use of (International Language Interpreters) in any manner prohibited by this Section.
3. Privacy of Information and Communications - In providing (International Language Interpreters), (International Language Interpreters) will make reasonable efforts to ensure the privacy of Customer's information and communications. Under applicable law, (International Language Interpreters) may be obligated to reveal information or communications which evidence or constitute criminal activity.
4. Disclaimer of Warranty - (International Language Interpreters) MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, ABOUT (411-OTPI INTERPRETING SERVICE),

INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, ACCURACY, COMPLETENESS OR TIMELINESS OF ANY INTERPRETATION OR TRANSLATION SERVICE. (International Language Interpreters) DOES NOT WARRANT THE AVAILABILITY OF INTERPRETERS FOR ALL LANGUAGE PAIRS AT ALL TIMES, AND (International Language Interpreters) SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER RECOGNIZES THAT OVER-THE-PHONE, ONSITE INTERPRETATIONS AND DOCUMENT TRANSLATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES.

5. Exclusive Remedy and Limitation of Liability -

5a. FOR PURPOSES OF THE EXCLUSIVE REMEDY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION, "INTERNATIONAL LANGUAGE SERVICES" SHALL BE DEEMED TO INCLUDE INTERNATIONAL LANGUAGE INTERPRETERS, INC, ITS AFFILIATES AND THEIR RESPECTIVE SUCCESSORS, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, SUBCONTRACTORS, TRANSLATORS AND INTERPRETERS (WHETHER EMPLOYEES OR INDEPENDENT CONTRACTORS) OF INTERNATIONAL LANGUAGE INTERPRETERS, INC., AND "DAMAGES" WILL REFER COLLECTIVELY TO ALL INJURY, DAMAGE, LOSS OR EXPENSE INCURRED.

5b. INTERNATIONAL LANGUAGE INTERPRETERS CHARGES FOR (INTERPRETING and TRANSLATING SERVICE) ARE ESTABLISHED IN RELIANCE ON THE EXCLUSIVE REMEDY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION. CUSTOMER ACKNOWLEDGES THAT IT ELECTS TO ACCEPT CHARGES CALCULATED ON THIS BASIS, AND AGREES THAT THIS ALLOCATION OF RISK OF LIABILITY IS FAIR, REASONABLE, AND NOT UNCONSCIONABLE. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE CHARGES FOR ((International Language Interpreters INTERPRETING and TRANSLATING SERVICE) ARE UNRELATED TO THE VALUE OF CUSTOMER'S BUSINESS OR THE POTENTIAL FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, AND SPECIAL DAMAGES OR ANY OTHER DAMAGES IN EXCESS OF THOSE ALLOWED BY THIS SECTION. CUSTOMER RETAINS THE RIGHT TO PURCHASE INSURANCE TO COVER ANY ADDITIONAL LOSS OR LIABILITY.

5c. IN ACCORDANCE WITH THE UNDERSTANDINGS SET FORTH ABOVE, THE PARTIES AGREE AS FOLLOWS:

5c1. INTERNATIONAL LANGUAGE INTERPRETERS, INC. ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES CAUSED BY DEFECT OR FAILURE OF (International Language Interpreters INTERPRETING and TRANSLATING SERVICE), OR ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO A CREDIT OR REFUND OF THE CHARGES FOR THE SERVICE WHICH GAVE RISE TO THE CLAIM.

5c2. (International Language Interpreters) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT (International Language Interpreters) HAD KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED. THIS SUBSECTION 5.C.2. SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

6. Subcontracts - (International Language Interpreters) may subcontract any or all of the (International Language Interpreters and Translators) to be performed but, subject to the

exclusive remedies and limitations of liability set forth in these Terms and Conditions, it shall retain responsibility for the work that is subcontracted.

7. Force Majeure - Neither International Language Interpreters, Inc., its affiliates nor their respective successors shall be liable in any way for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond International Language Interpreters control, including but not limited to: fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, product or transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or any other cause beyond International Language Interpreters control whether or not similar to the foregoing.
8. Supplement, Modification or Waiver - Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of International Language Interpreters.
9. Waiver and Failure to Exercise Rights - The waiver by either party of any breach of this Agreement shall not operate as a waiver of subsequent breaches of the same or different kind. The failure of either party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of the party's right to exercise the same or different rights in other instances.
10. Survival of Obligations - The obligations of the parties under this Agreement which by their nature would continue beyond the termination or cancellation of this Agreement shall survive such termination or cancellation.
11. No Third Party Beneficiaries - Neither this Agreement nor the provision of (International Language Interpreters) shall be construed to create any duty or obligation on the part of (International Language Interpreters) to any third parties, including, without limitation, any persons participating in or the subject of conversations for which (International Language Interpreters) are provided. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against International Language Interpreters, its affiliates or their respective successors.
12. Severability - If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect.
13. Choice of Law - The construction, interpretation and performance of this Agreement shall be governed by the domestic laws of the State of California.
14. Complete and Final Agreement - This Agreement constitutes the complete and final agreement between the parties with respect to its subject matter and supersedes all prior oral or written understandings or statements. Terms and conditions on any Customer order form are expressly rejected and shall have no effect notwithstanding International Language Interpreters acceptance or use of any such form.