## **Terms and Conditions**

AFL Agencies last update date - 09/10/2019

Terms of use

This Agreement governs the use of the material and services offered by www.aflagencies.com (hereinafter - the "Site") and/or the company AFL Agencies LLC (hereinafter - Site Administration, we or us) by visitors or our customers (hereinafter - the User).

- 1. General conditions
- 1.1. The use of materials and services of the Site is governed by the laws of the current US legislation.
- 1.2. This Agreement is a public offer. By accessing and utilizing the content and services of the Site, the User is considered to have agreed to this Agreement.
- 1.3. Site Administration has the right at any time to unilaterally change the terms of this Agreement. Such changes shall become effective upon the expiration of three (3) days after posting of a new version of the Agreement on the website. If the User does not consent to such modifications, he/she shall not access the Site, and terminate the use of materials and services of the Site.
- 2. Obligations of the User
- 2.1. The User agrees not to take any actions that may be considered as violating the US law or international law, including in the field of intellectual property, copyright and / or related rights, as well as any actions that lead or may lead to the malfunction of the Site and Services.
- 2.2. Use of material without the consent of the rights holders is not allowed. For fair use of the Site's material, it is necessary to obtain licensing contracts (licenses) from the copyright holder.
- 2.3. When citing material from this site, including protected works of authorship, a link to the site is required.
- 2.4. Comments and other records of the User on the Site should not be in conflict with the requirements of the US law and accepted norms of morality and ethics.
- 2.5. The User is warned that the Site Administration is not responsible for his/her visiting and using external resources whose links may be contained on the Site.
- 2.6. The User agrees that the Site Administration is not responsible and has no direct or indirect liability to the User in connection with any possible or arising loss or damage associated with any content of the Site, registration of copyright, and information on such registration, the goods or services, available to or received from external sites or resources, or any other User's contacts, in which he or she entered, using the information posted on the Site or links to external resources.
- 2.7. The user accepts the position that all the materials and services of the Site or any portion thereof may be accompanied by advertising. You agree that the Site Administration does not bear any responsibility and does not have any liability in connection with such advertisements.
- 3. Other conditions:
- 3.1. All possible disputes arising from this Agreement or related to it shall be settled in accordance with applicable US law.
- 3.2. Nothing in the Agreement shall be understood as establishment between the User and Site Administration of agent relationship, partnership relations, relations on joint activities, relationships, personal hiring, or any other relationship, not expressly provided for by agreement.
- 3.3. Recognition by the court of any provision of the Agreement invalid or not enforceable does not entail invalidation of other provisions of the Agreement.

3.4. Inaction on the part of the Site Administration in the event of violation by the User of the provisions of the Agreement does not preclude the Site Administration later to take appropriate actions to protect its interests and the Site's material protected by US copyright law.

## 4. More terms, conditions, expectations and requirements of the translation services by AFL Agencies LLC:

- 4.1.The User of our services must be 13 years old or older. If the translation is required for documents belonging to a person aged 12 or younger, an order for the translation must be sent to us by adults legally responsible for him or her or his or her parents. If we find out that the User is under 13 years of age, we will terminate his or her order and delete all the information submitted by him or her.
- 4.1. The User of our services makes a request for document translation via email, online form or SMS. When the User sends photos or copies of official documents as well as documents issued by any state, the User guarantees the authenticity of the documents and is solely responsible for any alterations and changes to them.
- 4.2.After the receipt of a request for translation, Site Administration makes a decision on the possibility or impossibility of the translation. If the translation is possible, the Site Administration estimates the volume of standard pages of text, the overall cost of the order, time and terms of its execution. The Site Administration reserves the right not to respond to translation requests deemed impossible to execute or inappropriate.
- 4.3. The Site Administration is not responsible for any errors that may occur due to bad photography, document errors, illegible text or incomplete source materials on the documents sent by the User.
- 4.4. If the Site Administration originally was not provided by the User with options for writing his / her first and last names, as required in accordance with identity documents (or other data) to be translated, the names are translated at the discretion of the translator according to the transcription rules in the target language.
- 4.5. The Site Administration agrees to maintain complete confidentiality of the information received from the user.
- 4.6. The User is obliged to pay the Site Administration for the services in full amount agreed upon by the Parties in the invoice (contract) for translation before any work can be begun.
- 4.7. The current acceptable payment method is via an online invoice by Quickbooks with a credit, debit card or bank transfer. Due to the increasing number of credit card scams and other fraud, we have been forced to implement certain measures to protect our company. We might start by verifying a customer's identity by matching their physical address to their IP address, asking for a copy of their ID and giving them a phone call. Suspicious form submissions are ignored. Should we be subjected to fraud, however, we will immediately notify law enforcement agencies including FBI, Local Police, Homeland Security, USCIS etc. We will provide them with the IP address, documents and other information provided.
- 4.8 In the event of unforeseen circumstances (Force majeure), the Site Administration informs the user about this. Unforeseen situations that preclude completion or continuation of work (translation) permit the Site Administration, and the User to refuse or cancel the order for translation. The User is, however, obliged to pay for already rendered services by the Site Administration if he or she cancels the order. Any partial or full payments made by the User will be refunded to the User if the Site Administration cancels or refuses the order.
- 4.9. The liability of the Site Administration and its project managers or translators for any direct, indirect or consequential loss, damage, injury or death suffered by the User as a result of the translation services or completed translated work of the Site Administration, its project managers or translators is strictly limited to the total amount of money paid to the Site Administration by the User.
- 4.10. If the User sends us an order for translation, it means that he or she has agreed to the Terms and Conditions outlined here and our **Privacy Policy**.
- 4.11. Cooperation between the User and the Site Administration is only possible with the latter's written consent.
- 4.16. The cost of the translation services of AFL Agencies LLC ranges on average from \$ 20 to \$ 100 per page or from 0,07\$ to 0,15\$ per word. The payment is made by means of electronic payment systems such as <a href="PayPal">PayPal</a> or <a href="Square">Square</a> or <a href=

<u>QuickBooks</u> which are responsible for collecting and processing debit or credit card information of the User. We do not collect the User's credit card or banking information.

- 4.17. A refund of the amount paid for our translation services is only possible for a valid reason. Refunds are limited only to the amount that was paid for our translation services. A request for refund is valid for 30 days after the payment. Refunds are made only by means of the payment system "PayPal", "Square" or "QuickBooks" whichever was used to process the initial payment. Should the User request a refund of the money that he or she paid to the Site Administration, he or she should do so by writing us an email with the reason for the request for the refund. The reason must be provided with substantiation and/or proof of the fact that our translation was not accepted or did not conform to certain rules or regulations.
- 4.18. Any services we offer are provided by us solely at our discretion. We reserve the right to refuse to provide any services to anyone even after they have submitted their document or material for translation to us. If a payment was already submitted and we decide not to provide our services, we will refund the payment.
- 4.19. If the User needs the hard copy of a complete translation by a due date, he or she should make sure to time its arrival by mail accordingly.

The User has to also take into account possible translation emending which might prolong the receipt of the hard copy.

- 4.20. If errors or omissions are found, we take around 12 48 hours to fix them for regular orders. Express and Priority orders are prioritized, should discrepancies arise.
- 4.21. We reserve the right not to make the changes requested by the User, if they do not follow the original or source content of the submitted material or documentation.
- 4.22. If the User submits a payment for our services after 8:00 pm EDT, the estimated completion time starts the following day from 9:00 am.
- 4.23. All certified translations are emailed in PDF only. Should the translation be emailed in a format other than PDF, it will be done so without our certification of translation accuracy.
- 4.24. When academic translation is ordered by the User, he or she should not confuse it with credential evaluation. The User understands that certified academic translation is rendered literal or word for word according to the source material without any attempt to interpret or evaluate the content.
- 4.25. If circumstances are such that we need more time to complete our translation services, we reserve the right to notify the User of deadline and/or completion time extensions within reasonable limits. (Rare occurrence)

## REFUNDS

5.0. We will issue a full refund or fix any discrepancies or omissions if our translations are found to be unacceptable. However, we will need an official letter from the agency, organization or institution stating that the translation did not conform to their standards.

It is the responsibility of the customer to let AFL Agencies know of his or her translation requirements. If the translation is not accepted because it does not meet a certain requirement of which AFL Agencies was not notified, a refund will not be possible. The translation requirements must be communicated to AFL Agencies fully and in detail. With an exception of a few US government and private agencies, simply naming an accepting authority (any private or government agency or organization) does not constitute a detailed communication of the translation requirements to AFL Agencies. AFL Agencies presumes that the customer is aware that our translations are acceptable, if he or she pays this invoice. If the translation is not accepted because it does not meet the requirement(s) of which AFL Agencies was notified fully and in detail prior to the payment of this invoice, the customer must present official written proof clearly stating that the translation was not accepted and the reason why the translation did not meet the requirement(s). The proof must show the relevant information and/or make references to the actual translation and/or document translated. For example, in case of the USCIS rejecting our translation, the customer must provide the official RFE letter. We will make any necessary adjustments to make the translation acceptable. If we cannot make the translation acceptable, a full refund will be provided. AFL Agencies reserves the right to deny a refund request if we believe that the written proof either does not sufficiently or specifically show that our translation is not acceptable or the reason for rejection is not the translation.

5.1. Refunds based on untimely completion are only possible if we exceed the estimated completion time without notifying the User of a delay or extension by 24 hours for small projects (1-5 pages), 48 hours for medium size projects (5-15 pages) and 72 hours for big projects (20-50 pages).

- 5.2. If we cannot finish the translation within the specified time-frame, we always notify of a deadline extension.
- 5.3. Refunds based on errors and/or omissions are not possible. We fix any discrepancies found in strict accordance with the original (source) material.
- 5.4. Refunds are strictly limited to the amount that was paid for our translation services.
- 5.5. In total, it can take 9-14 business days to receive the refund.

For concerns or questions, please visit the below information to contact us:

info@aflagencies.com /  $\pm 1646933$ 5711 Updated 09/10/2019