

Terms and Conditions for InterpreterView

InterpreterView is a platform for the provision of Video Interpreting Services to you (hereafter referred to as “Customer” “You”, “Yours”), enabling you to make on-demand video calls to a qualified freelance interpreter. The service is owned & operated by DA Languages Limited (hereafter referred to as “Supplier”, “We”, “Our, “Us”). These terms and conditions shall form the contract between us (Agreement). This Agreement shall apply to the exclusion of any other terms you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

We may update or change these terms without prior notice.

1. Service Description

- 1.1. We reserve the right to update or change these terms without prior notice. We will make reasonable endeavours to notify the Customer of these changes.
- 1.2. Subject to the terms and conditions of this Agreement, we shall grant to you a nonexclusive, non-assignable or transferable right for your authorised users to use the service.
- 1.3. We will take reasonable steps to ensure a continuous service, however we are not responsible for the uptime and availability of any third party systems on which the platform is built.
- 1.4. Interpreters are not employed by us, and we are not responsible for any errors or omissions in interpretation and will have no liability for any claim arising from information provided.
- 1.5. We hereby grant you a non-exclusive, non-assignable, non-transferable right to use the services in accordance with these terms.

2. Service Usage

- 2.1. The Customer is deemed to have committed to a purchase in full for the Products and Services once an order form is signed.
- 2.2. The Service may use third party software that is subject to open source and thirdparty license terms (“Third-Party Software”). Your right to use such Third-Party Software is subject to and governed by the terms and conditions of the open source or third-party license(s).
- 2.3. Users are responsible for providing clear and accurate instructions to the interpreter regarding the purpose and context of the communication.
- 2.4. Users must treat interpreters with respect and refrain from engaging in any form of discrimination or harassment.

- 2.5. The Supplier reserves the right to deny to any user, in its sole discretion, access to the Service without notice.

3. Privacy and Data Security

- 3.1. You grant Us a non-exclusive, world-wide, royalty-free license to use the data and other information input into the services (i) to perform our obligations under this Agreement; (ii) in compliance with the Privacy Policy; (iii) as may be required by law.
- 3.1.1. You will be responsible for obtaining all rights, permissions, and authorisations to provide the Customer Data to us.
- 3.1.2. Nothing contained in this Agreement will be construed as granting us any right, title, or interest in the Customer Data.
- 3.1.3. Customer Data shall be deemed Customer Confidential Information.
- 3.2. Customer Data is maintained using industry standard administrative, physical, and technical safeguards that are designed to provide for the protection of the security, confidentiality, and integrity of Customer Data.
- 3.2.1. Our security safeguards include, means for preventing access, use, modification, and disclosure of Customer Data by unauthorized individuals.
- 3.2.2. Customer Data access may be provided: (i) to Us and other personnel to the extent necessary to provide the Products, Services, and support; (ii) as compelled by law; (iii) as set forth in the Privacy Policy; or (iv) as expressly permitted by You.
- 3.3. Data Protection. The collection, use, and disclosure of Customer Data in connection with your use of the Service is subject to the Privacy Policy.

4. Customer Obligations

- 4.1. You may only use the service for lawful purposes.
- 4.2. You will not authorise or permit any other person to use the service;
- 4.2.1. To send or receive any inappropriate content, information or material;
- 4.2.2. To sell or offer goods or services which are in violation of any laws, regulations or codes of practice.
- 4.3. You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to use the Service.
- 4.4. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Service.
- 4.5. You are solely responsible for all Internet connections and associated fees required to access and use the Service. We are not responsible for (i) Your access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet.
- 4.6. You shall keep the Authorised User credentials (e.g., usernames and passwords) confidential and not disclose any such credentials to any third party.

- 4.6.1. In addition, You shall notify Us immediately upon discovery of the disclosure of any such credentials, and upon any termination of the engagement of any employees or agents of yours with knowledge of any such credentials.
- 4.6.2. You are responsible for any use or misuse of the the account resulting from any third party using a password or username created by You or any of Your employees or contractors.
- 4.6.3. We shall in no event be liable for any unauthorised access to any data stored using the service.
- 4.7. Customer may not: (i) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Service, the documentation thereof, or any other component that may be included with or provided with the Service.

5. Payment and Fees

- 5.1. Prices will be specified by us and will be applicable for the period specified in the Order Form (as applicable).
- 5.2. If no period is specified, prices will be applicable for thirty (30) days. While pricing adjustments are not common or expected, prices may be subject to increase in the event of an increase in our costs or other circumstances beyond our reasonable control; (ii) prices may be subject to increase upon a renewal of an Order Form; (iii) prices may be subject to an annual review on the anniversary of the commencement of use.
- 5.3. We reserve the right to change its prices upon thirty (30) days written notice to You. Prices are exclusive of any taxes
- 5.4. Amounts due for Services may be invoiced by us monthly or as otherwise expressly provided in the Order Form. You agree to pay amount of each invoice without offset or deduction within fifteen (15) days after the date of our invoice
- 5.5. If any amount is not paid upon the due date, we shall be entitled to receive the amount due plus interest thereon at the rate of 1.5% per month on all amounts that are not paid on or before the date due.
- 5.6. You shall also pay all our reasonable costs of collection.
- 5.7. If you reasonably dispute any portion of an invoice, You must pay the undisputed portion of the invoice and submit written notice of the claim (with sufficient detail of the nature of the claim, the amount and invoices in dispute and information necessary) for the disputed amount. All claims must be submitted to us in writing within seven (7) days from the date of the invoice.

6. Provision of the Services and Service Support Provision of the Services

- 6.1. We shall provide the Services to You in accordance with the provisions of this

Agreement from the Commencement Date and as set out in the Services Specification.

- 6.2. We shall use reasonable endeavours to meet any performance dates agreed but any such dates shall be estimates only and time for performance by Us shall not be of the essence of this Agreement.
- 6.3. We shall provide the Services with:
 - 6.3.1. reasonable care and skill;
 - 6.3.2. in accordance with Good Industry Practice; and
 - 6.3.3. in accordance with Applicable Law.
- 6.4. We reserve the right to amend the Services Specification if necessary to comply with any Applicable Law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and We shall notify You as soon as possible in any such event.
- 6.5. We shall be entitled to engage the services of such third parties including but not limited to self-employed freelance interpreters (Interpreters) (such parties being Sub-Processors of the Supplier under clause 3) as it sees fit in the provision of the Services.
- 6.6. You further acknowledge that due to the subjective nature of the Services, we shall not be liable to You:
 - 6.6.1. where the interpretation provided constitutes a reasonably accurate interpretation of that subject matter or would be accepted as a materially accurate interpretation of the subject matter, on an objective basis; or
 - 6.6.2. if You are in breach of Your obligations under clause 4.

Service Support

- 6.7. Services are made available with standard service support for no additional charge.
- 6.8. We will have no obligation to support service, hardware or software provided by anyone other than DA Languages.

7. Representations, warranties and disclaimers

- 7.1. Other than as cannot be excluded by law, we expressly exclude all warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose in relation to the provision of the Service
- 7.2. We do not warrant that the service will be error or virus free
- 7.3. We do not warrant that the service will operate without disruption
- 7.4. We do not warrant that the service is compatible with all equipment and software configurations

7.5. We do not warrant the uptime and performance of third party systems upon which the service is built.

8. Limitation of liability

8.1. References to liability in this clause 8 include every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

8.2.1. death or personal injury caused by negligence;

8.2.2. fraud or fraudulent misrepresentation; and

8.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.3. Subject to clause 8.2, the Supplier's total liability to the Customer shall not exceed an amount equivalent to 100% of the total amount paid or payable by the Customer in the Year in which the breach or event giving rise to the liability occurred.

8.4. Subject to clause 8.2, this clause 8.4 sets out the types of loss that are wholly excluded:

8.4.1. loss of profits;

8.4.2. loss of sales or business;

8.4.3. loss of agreements or contracts;

8.4.4. loss of anticipated savings;

8.4.5. loss of use or corruption of software, data or information; 8.4.6.

loss of or damage to goodwill; and

8.4.7. indirect or consequential loss.

8.5. The Supplier has given commitments as to compliance of the Services with the relevant Services Specification in clause 6. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

8.6. Nothing in this clause 8 shall limit the Customer's payment obligations under this Agreement.

8.7. During this Agreement, the Supplier and the Customer shall each maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, including for their respective sub-contractors, agents and employees, in connection with the services and shall, on either Parties' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

8.8. This clause 8 shall survive termination of this Agreement.

9. Intellectual Property

- 9.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 9.2. In consideration of the payment of the Charges in accordance with clause 5 and subject to receipt in full of such Charges by the Supplier in accordance with this Agreement and the Customer's compliance with the remaining terms of this Agreement, the Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, non-transferable, worldwide, non-exclusive, royalty-free licence (or sub-licence, as the case may be) to use, copy and modify the deliverables (excluding materials provided by the Customer) for the purpose only of receiving and using the Services and the deliverables.
- 9.3. The Customer shall not sub-licence, assign or otherwise transfer the rights granted to it under clause 9.2.
- 9.4. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the purpose of providing the Services to the Customer.
- 9.5. The Customer warrants that all Intellectual Property Rights in any Source Materials provided by the Customer to the Supplier or the purpose of providing the Services to the Customer are owned by the Customer or that it has the right to grant the licence set out in clause 9.4) and the Customer warrants that such Source Materials provided shall not infringe any Intellectual Property Rights of any third party.
- 9.6. The Customer shall indemnify the Supplier from and against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any action, demand or claim arising from any Source Materials or other materials provided by the Customer that infringe the Intellectual Property Rights of any third party.
- 9.7. The indemnities contained in this clause 9 shall survive the termination or expiry of this Agreement.

10. Term & Termination

- 10.1. To terminate the Agreement you must email accounts@dalanguages.co.uk with formal confirmation of cancellation, and we shall terminate the agreement at the plan end date if on an annual plan, subject to being given thirty days notice and to receipt of such written confirmation prior to this time. If no cancellation is made or requested, annual plans will automatically renew for another year and Customer agrees to pay service fees this will incur.

- 10.2. On termination of the Service any balance due on termination will be invoiced and collected.
- 10.3. We may terminate this Agreement, without notice, if you are in breach of any part of this Agreement or suffer Insolvency Proceedings, although your obligation to pay then current charges shall survive termination of this Agreement.
- 10.4. On termination or expiry of this Agreement the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt.
- 10.5. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 10.6. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

11. Anti-bribery

- 11.1. For the purposes of this clause 11 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 11.2. Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:
- 11.3. all of that party's personnel;
- 11.4. all others associated with that party; and
- 11.5. all of that party's sub-contractors;
- 11.6. involved in performing the these Conditions so comply.
- 11.7. Without limitation to clause 11.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

12. Anti-slavery

- 12.1. Both Parties shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.

12.2. The Customer confirms and agrees that:

12.2.1. neither the Customer nor any of its officers, employees, agents or subcontractors has:

11.2.1.1 committed an offence under the Modern Slavery Act 2015 (an MSA Offence); or

11.2.1.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

11.2.1.3 is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

12.2.2. it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and

12.2.3. it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to DAL on request at any time.

13. Force majeure

13.1. Neither party shall be in breach of the Order Form or this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Order Form if such delay or failure result from events, circumstances or causes beyond its reasonable control and except that this clause 13.1 will not apply in the case of inability to pay.

14. Assignment and other dealings

14.1. The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Order Form.

14.2. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Order Form without the prior written consent of the Supplier.

15. Confidentiality

15.1. Each party undertakes that it shall not at any time during the Order Form, and for a period of five years after termination of the Order Form, disclose to any person any confidential information concerning the business, affairs, Customers, Customers or suppliers of the other party, except as permitted by clause 15.2. For the avoidance of doubt, Patient Information Data cannot be shared at any time.

15.2. Each party may disclose the other party's confidential information:

- 15.2.1. to its employees, officers, representatives, sub-contractors or advisers who need to know such information for the purposes of carrying out that party's obligations under the Order Form. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15 and shall be responsible for any breach of this clause 15 by such party to which it has disclosed the confidential information of the other party and
- 15.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority provided that, where legally permitted to do so, it provides the other party with as much advance notice as possible prior to the disclosure of the other party's confidential information.
- 15.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Order Form and/or its ordinary business purposes in relation to the provision of the Services.
- 15.4. This clause 15 shall survive termination of this Agreement.

16. Entire agreement

- 16.1. This Agreement and any related Order Form constitute the entire agreement between the parties related to the subject matter of the Order Form and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.2. Each party acknowledges that in entering into the Order Form it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. The Customer acknowledges that marketing and other promotional material relating to the Services are illustrative only and do not form part of the Order Form or this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Order Form.

17. Variation

- 17.1. Except as set out in this Agreement, no variation of the Order Form or this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

- 18.1. A waiver of any right or remedy under the Order Form or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under

the Order Form, this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Order Form, this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19. Severance

19.1. If any provision or part-provision of the Order Form or this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 19.1 shall not affect the validity and enforceability of the rest of the Order Form and this Agreement.

20. Conflicts

20.1. If there is a conflict between the terms contained in this Agreement and the terms of the Order Form, the terms of this Agreement shall prevail to the extent of the conflict.

21. No partnership

21.1. The parties are independent persons and are not partners, principal and agent or employer and employee and this Agreement nor any Order Form do not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for herein. Neither of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

22. Notices

22.1. Any notice given to a party under or in connection with the Order Form shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), or sent by email to the address specified in the Order Form.

22.2. Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 22.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a Business Day. 22.3. This clause 22 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

23. Third party rights

- 23.1. Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 23.2. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

24. Governing law

- 24.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

25. Jurisdiction

- 25.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or their subject matter or formation.