

Terms and conditions

(a) All Contracts and transactions for the provision of translation services between D-lights Translation Services and its Clients whether verbally or in writing are subject to these terms and conditions which shall be deemed to be incorporated in any Contract between D-lights Translation Services and all or any Clients of D-lights Translation Services.

(b) These terms and conditions (together, if applicable, with any written Contract) shall constitute the whole agreement between D-lights Translation Services and any of its Clients and may not be modified or varied unless specifically accepted by D-lights Translation Services in writing.

(c) In the event of any conflict between these terms and conditions and the terms and conditions, if any, in any communication from the Client these terms and conditions shall prevail.

(d) These terms and conditions are applied for all the Clients outside of Japan. For Japanese domestic Clients, please refer to Japanese terms and conditions.

Confidentiality

The nature of the work performed and any information transmitted to D-lights Translation Services by Clients is confidential. D-lights Translation Services will not divulge or otherwise disclose such information to any person or third party other than authorized employees or authorized subcontractors of D-lights Translation Services whose job performance requires such acts, without the prior written consent of the Client. This provision will not apply to the extent D-lights Translation Services is required by law to divulge such information or to the extent such information is or becomes a matter of public knowledge other than by disclosure by D-lights Translation Services.

Payment Method

Payment methods are by either of the following methods.

- A. by PayPal transfer into our accounts,
- B. by direct bank transfer into our Japanese accounts,
- C. by cash, including check, for Japanese domestic Clients.

All late payments will be charged interest at the rate in accordance with current Japanese bank rate. The Client shall further be liable for all costs, including legal fees, incurred by D-lights Translation Services in collecting overdue payments.

Service Agreement

These Terms and Conditions constitute a legally binding agreement between the Client and D-lights Translation Services regarding services rendered or to be rendered by D-lights Translation Services. In the event of conflict with any communications, proposals, contracts, marketing materials, or agreements, these Terms and Conditions will control. Submission of source materials (as defined below) constitutes acceptance of all these terms and conditions.

Pricing and Delivery

D-lights Translation Services reserves the right to adjust pricing and/or delivery estimates upon receipt and evaluation of the final source materials to be translated. Clients are advised by D-lights Translation Services of the estimate of additional charges or change of delivery date before beginning billable work. No fixed quotation shall be deemed given by D-lights Translation Services until D-lights Translation Services has seen all the source material and has received firm instructions from the Client. An estimate shall not be considered contractually binding, but given for guidance or information only.

Any fee agreed for a translation which is found to present latent special difficulties of which neither party could be reasonably aware at the time of offer and acceptance shall be renegotiated, always provided that the circumstances are made known to the other party as soon as reasonably practical after they become apparent.

Client Specifications/Assistance

D-lights Translation Services will translate specialized terms by their usual and conventional meanings or according to specific client instructions, and otherwise make decisions based on D-lights Translation Service's quality assurance process. All Source Materials will be legible and will be delivered to D-lights Translation Services in such format(s) and such time as D-lights Translation Services will specify. D-lights Translation Services will not be responsible for delay in delivery due to failure to deliver any Source Materials in a timely manner or proper format.

Modifications/Additions to Source Materials

All modifications or additions to the Source Materials will be submitted to D-lights Translation Services, clearly indicating changes and where they occur in relation to the previously submitted copy. Pricing and scheduling for incorporation of Source Material modifications or additions into the target language translation(s) in progress are determined based on extent and implication of changes and percentage of work already completed. Client will be advised by D-lights Translation Services of the estimate of additional charges before the changes or additions are made by D-lights Translation Services.

Corrections

D-lights Translation Services will correct the following errors free of charge: Outright mistranslation, omission, typo, grammatical mistake, non-adherence to any approved glossary. D-lights Translation Service's sole obligation with respect to errors is the obligation to correct the Deliverable at no cost to Client.

Limitation of Liability and Indemnification

D-lights Translation Services will not be liable for any incidental, special, or consequential damages or loss of any nature whatsoever, nor for any claim against Client by any other person or entity, arising from or relating to services rendered by D-lights Translation Services, regardless of the nature of the claim or the form of the cause of action, whether in contract or in tort, or otherwise, and even if D-lights Translation Services has been advised of the possibility of such damages, anything contained in related proposals and other documentation notwithstanding.

D-lights Translation Services will not be responsible for any loss or damage to, nor the return of, any Source Materials. D-lights Translation Services will equally not be responsible for any loss or damage to, nor the late delivery of any translated or proofed documents, especially, but not limited to technical failures relating to delivery by email.

Client shall indemnify, defend, and hold harmless D-lights Translation Services, its owners, directors, officers, employees, representatives, agents, successors and assigns from and against any and all losses, damages, costs and expenses, including reasonable legal fees, resulting from, arising out of or incident to any suit, claim or demand based on (i) the performance of this Agreement by either party, (ii) Client's breach of the covenants, representations and warranties made by it herein, (iii) the manufacture, advertisement, promotion, sale or distribution of any items by Client, (iv) any taxes and from any duties, levies, tariffs, or like fees that may be imposed by any government or collective authority upon manufacture, advertisement, promotion, use, import, licensing or distribution of items by Client, or (v) any claim that any element of the Deliverable infringes any copyright, trademark, patent, or other proprietary right.

Representations and Warranties

D-lights Translation Services represents and warrants that it will perform all work in a manner consistent with its standard production procedures. Client represents and warrants (i) that it owns or is licensee of the Source Materials and all components thereof, and (ii) that translation of the Source Material and publication, distribution, sale or other use of the Deliverable will not infringe upon any copyright, trademark, patent, or other right of any third party.

Disclaimer of Warranty

The foregoing warranties of D-lights Translation Services are in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. D-lights Translation Services makes no warranty that use of the Deliverables or use of any information relating thereto or contained therein will not infringe any patent, copyright, or trade secret or any other proprietary right of any third party.

Termination

In the event that Client breaches this Agreement, D-lights Translation Services will have the right to terminate whereupon Client will pay the full purchase price provided hereunder for the services completed and for all work in progress. In the event that D-lights Translation Services breaches this Agreement, Client will have the right to terminate whereupon D-lights Translation Services will return to Client all Source Materials and data supplied by Client together with all translated product that exists as of the date of termination. Neither party is deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to any causes beyond its control.

Title and Ownership

All right, title and interest in and to the Source Materials and, except as hereunder provided, the Deliverables, and any and all patent rights, copyright, know-how, and trade secrets therein are and remain the sole and exclusive property of Client. Notwithstanding the above, Client acknowledges that D-lights Translation Services is the sole and exclusive owner of all right, title, and interest in and to all (i) methodology, information, software, and databases used in translating the Source Materials, and (ii) inventions, methodology, innovations, know-how, and databases developed by D-lights Translation Services in the course of translating the Source Materials, including any and all patent rights, copyrights, know-how, and trade secrets therein. Provided that the Deliverables and copyright, know-how and trade secrets therein will remain the property (but not the risk) of D-lights Translation Services until D-lights Translation Services will have been paid in full for such Deliverables.

Non Waiver

No waiver of any breach of any condition in this document shall be considered as a waiver of any subsequent breach of the same or any other provision.

Applicable Law and Jurisdiction

If a dispute cannot be resolved amicably between the parties, or if either party refuses to accept arbitration, the parties shall be subject to the jurisdiction under Japanese law.