

Translation Service Terms of Usage



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The translation service (referred to as “service” hereafter) provided by JSICMF is provided to our customers, via a contractual agreement, and requires our customers to agree with the following guidelines for JSICMF's acceptance of translation work inquiries.

Translation workflow

- (1) Please first send the source files (Recommended formats : Word / PDF / Excel) by e-mail to the JSICMF (info at jsicmf.or.jp ; replace the “at” with a @).
- (2) JSICMF will produce a quotation based on the text volume, delivery date, technical specialization level, planned use, along with specific inquiries.
- (3) Depending on the contents and specific words, we might need to reconfirm with the customer, by mail or phone conversation, or by having a meeting, the appropriate course of action. In such cases, customers will be notified by e-mail first.
- (4) Once the above steps have been cleared, customers can send us official confirmation of the order by postal mail, or by e-mail. We will then acknowledge proper reception and start processing the order.
- (5) We will regard the order acknowledgement sent by e-mail as a mutual acceptance of contract terms. Once the terms have been agreed upon, the customer will be obligated to pay the agreed-upon compensation for the translation service.
- (6) Unless there is a specific request, the translation delivery will be done by e-mail, as an attachment.
- (7) As a general rule, we request our customers validate the translation within one week after delivering. For any inquiries or additional requests, please contact us within this timeframe.
- (8) The JSICMF produces invoices and sends them through the mail at the end of each month. Please transfer the indicated amount within one month after delivery, to the bank account we will specify. Any transfer fee will be born by the customer.

Translation responsibility

- (1) We will accept the following responsibilities regarding our translation services :
 - (1) If during the validation of the delivered translation, a translation mistake or missing translation was found, and to be blamed on circumstances we are responsible for, we shall do our utmost to immediately fix the problem, free of charge.
 - (2) Should our customers suffer demonstrable damage, where responsibility lies in the JSICMF's translation or its translation process, the upper limit for restitution shall be set to the translation service's price. However, cases where the translation work was delivered late, or could not be performed are excluded for any case related to transmission problems (interruption or congestion), server problems, hardware/software troubles, electrical outages, or postal/traffic infrastructure troubles, terrorist incidents, natural disasters, armed or military conflicts, other emergency situations or consequences related to orders of competent authorities, along with "acts of God" (any situation impossible to foresee and prevent).
- (2) The deliverable provided by the JSICMF, after confirmation by our customers, shall be considered the "initial revision" before any correction/editing. The JSICMF assumes no responsibility for any problem found after the due validation step performed by the customer, .
- (3) If the contract's termination was caused by our customers, the JSICMF will assume no responsibility related to damages (not limited to direct damage, concomitant damage, or resulting damage) suffered after the termination of the contract.

Delay - Modification of source materials

- (1) Should the source material be provided late, or be modified after the translation work started, the JSICMF retains the right and possibility to modify the translation price along with the delivery date.
- (2) Should the source material be altered or replaced, please imperatively notify the JSICMF. Not informing the JSICMF of changes in the translation source material could not only cause an inappropriate translation to be

delivered, but also, any further correction to the deliverable shall be regarded as additional work which will be billed, as described in point 1 of “Translation responsibility”.

Intellectual property

- (1) The JSICMF only acquires custody of the source material solely for the purpose of the translation service. The source material is the exclusive property of the client, and any question related to copyright, patents, trade secrets and other intellectual properties, including applicable secondary rights, are the sole responsibility of the client. We hereby state we will not make any claim relative to the source material and provided documents, outside of cases described below.
- (2) The customer agrees the source material does not belong to any category described as follows :
 - 1) Materials infringing intellectual property (such as copyright) of a third-party
 - 2) Materials explicitly viewed as illegal in Japan or in the country/territory where the translation shall be published
 - 3) Materials containing derogatory (religious, racial, etc...), defamatory speech, or anything that can be acknowledged as threats, abuse, harassment.
 - 4) Materials instigating third-parties to commit criminal acts, murder or suicide.
 - 5) Materials that might harm the JSICMF's image or trust (the nature of which shall be determined at the JSICMF's discretion)
- (3) In the source material, for any quoting or referencing of a third-party's intellectual property, and the related copyright handling, the proper use permission inquiries are the sole responsibility of the customer, and the JSICMF assumes no responsibility.

Cancellation

- (1) Once the JSICMF receives the order and acknowledges it by sending out an e-mail notification, we request our customers acknowledge cancellations are

not accepted.

- (2) For cases where locking a translator's schedule is required, and where the final volume of text to be translated should end up being smaller than initially planned, or being cancelled, our customers acknowledge they will be charged a cancellation fee based on the volume of text and the time of the cancellation. (Should the cancellation be total, please be aware that as a basic rule, the cancellation fee will amount to the 100% of the initially planned translation price.)

Non-disclosure

- (1) We hereby accept to comply with any non-disclosure obligation regarding the source material, documents and information to be used in both the quotation and the execution of the actual translation work. The aforementioned documents and information shall be communicated internally among the JSICMF personnel requiring it both for the production of quotations, and for the purpose of execution of the translation work, that is only translators and editors. All of the JSICMF-affiliated translators and editors agree to obey non-disclosure agreements related to the source material and related documents.

Other

- (1) We request of any first time customer placing a translation order to pay in advance the billed amount of money, before we proceed with the translation work.
- (2) After delivering the translation, for any contents publicly available to everyone (such as, but not limited to websites), and with th explicit agreement from our customers, the JSICMF shall add mention of the translation work to its list of accomplishments on our website, with a link directed to the related website.
- (3) We request our customers go through the JSICMF for any inquiry related to translation works, and that they do not contact directly our translators, editors and sub-contractors.
- (4) Should the present terms of usage not be respected, the JSICMF has the right to interrupt the service immediately. The present terms are considered

as agreed upon, from the moment a translation order is placed.

- (5) The JSICMF has the right to modify the present terms of usage without prior notification. Modifications shall be effective for any work requested after they become effective. Any translation request made after modification of the terms of usage will be regarded as an acceptance of the modified terms by the customer.

Personal information

- (1) Unless we receive official orders by competent authorities, the JSICMF shall not communicate customer personal information to third-parties.
- (2) The list of intended purposes for the JSICMF's customers' personal information is as stated below. For any other purpose, permission will be requested beforehand.
- 1) In order to accept orders, to answer inquiries, and perform deliveries
 - 2) For any discussion related to the source material and the translation contents
 - 3) In order to send bills and other required documents
 - 4) In order to notify of modification of contract terms
 - 5) In order to perform after-care for customers having used our services

For any inquiries, please contact us.