

Terms & Conditions: Spanish Translation

Spanish With A Gringo, LLC

1. Introduction & Scope

- a. Spanish With A Gringo, LLC (“SWAG,” “we,” or “us”) provides professional English to Spanish and Spanish to English translation services (“Services”), specializing in Mexican Spanish. These Terms & Conditions (“Terms”) apply to all translation clients (“you” or “Client”) who engage our Services, including one-time projects (“One-Time Projects”) and retainer (“Retainer”) agreements.
- b. By requesting a quote (“Quote”), submitting source materials (“Source Materials”), or making payment, you agree to these Terms. SWAG reserves the right to update these Terms at any time. Continued use of our Services after any updates constitutes acceptance of the revised Terms.

2. Terms Used

- a. **Client:** Any individual, business, or organization that purchases translation services from SWAG.
- b. **Quote:** A written estimate provided by SWAG outlining the scope, pricing, timeline, and terms for a specific translation project. A Quote is valid for 14 days and becomes binding once approved and paid by the Client.
- c. **Services:** All English to Spanish and Spanish to English translation work provided by SWAG, including One-Time Projects, Retainer-based work, certified translations, glossary creation, and related consulting or linguistic support as agreed in writing.
- d. **One-Time Project:** A standalone translation service priced per word, page, or project.
- e. **Retainer:** A prepaid package of words or hours reserved for ongoing translation needs. Retainers may offer discounted rates, preferred turnaround, or other benefits as specified.
- f. **Source Material:** The original document(s) submitted by the Client for translation.
- g. **Deliverable:** The translated version of the Source Material delivered by SWAG.
- h. **Revision:** A Client-requested change to a completed Deliverable. Revisions are limited to issues within the original scope of work and must be requested within 7 days of delivery.

3. Services

- a. SWAG offers a range of professional English to Spanish and Spanish to English translation services, including, but not limited to:
 - i. **Medical Translation:** Patient forms, intake packets, post-visit summaries, educational brochures, and other non-technical healthcare materials.
 - ii. **Business Translation:** Internal communications, HR policies, employee handbooks, training materials, marketing copy, and customer-facing content.
 - iii. **Legal Translation:** Contracts, agreements, court documents, official correspondence, and other legal materials.
 - 1. Notarization & Apostille: SWAG can provide notarized certifications of translations upon request, subject to an additional fee. Apostille services are not provided directly by SWAG. Clients requiring an apostille must obtain it through the appropriate government authority after receiving their certified or notarized translation.
 - iv. **Literary Translation:** Books, short stories, author bios, and promotional blurbs, tailored to preserve tone, style, and cultural nuance.
- b. Depending on the project or package selected, services may also include:
 - i. **Certified Translations:** For official use, includes a signed statement affirming the accuracy and completeness of the translation.
 - ii. **Project Tracker:** A shared digital workspace (via Asana) that allows clients to monitor project progress, deadlines, and deliverables.
 - iii. **Glossary of Terms:** A custom list of key terms and phrases used in your project, designed to ensure clarity and consistency across materials.
 - iv. **Video Calls:** Optional check-ins to discuss project goals, clarify terminology, review drafts, or go over feedback in real time. Scheduled based on availability.

4. Payment

- a. Before work begins, Clients will receive a Quote. Quotes are based on word count, complexity, subject matter, and requested turnaround time. All Quotes expire after 14 days unless otherwise noted. By submitting payment, the Client agrees to the scope, pricing, and timeline outlined in the Quote invoice.
- b. For **One-Time Projects**, payment is typically due before work begins. However, for

larger projects, flexible payment options may be available:

- i. Mini and Small Projects (up to 5,000 words) may be eligible for a 50/50 split—half due up front, half due upon delivery.
- ii. Medium and Big Projects (over 5,000 words) may be eligible for payment in two or three installments (e.g., up front, midway, and final delivery).
- c. For **Retainers**, payment is made in advance and recurs on the same calendar day each month. For example, if you sign up on July 15, you'll be charged on the 15th of each month going forward until you cancel. Charges are for upcoming Services, not for work already completed.
- d. Payments are accepted via our website or ACH transfer.
- e. Translation work will not begin until payment has been received and all Source Materials have been provided.
- f. **Rush and Weekend/Holiday Fees:** Projects requiring turnaround in less than 48 hours, or delivery over a weekend or U.S. federal holiday, may be subject to a 25% rush fee, applied to the base project cost. This will be clearly outlined in your Quote and must be approved before work begins.
- g. Literary Translation Projects
 - i. Literary translations are priced differently from standard business or medical projects.
 - ii. Clients may choose from two models:
 1. A flat fee plus a small royalty share, or
 2. A no upfront cost model with a higher royalty share
 - iii. The royalty percentage, payment schedule, and project scope will be outlined in a signed contract before work begins. Literary projects are reviewed on a case-by-case basis.

5. Modifications, Pausing & Cancellations

- a. **One-Time Projects:** Once a quote is approved and payment is received, One-Time Projects are considered locked. If you need to adjust the scope, timeline, or content, you must notify us in writing as soon as possible. Any changes may result in revised pricing and delivery dates.
 - i. If cancellation is requested before translation work begins, a refund will be issued minus a 10% administrative fee.
 - ii. If cancellation is requested after work has begun, the Client will be charged for all translated content completed up to that point at the agreed per-word

- rate. Any remaining balance may be refunded at SWAG's discretion.
- iii. If the project is fully completed but undelivered at the time of cancellation, no refund will be issued.
- b. **Retainer Projects:** All Retainer plans require a signed contract and a 3-month minimum commitment. If you cancel before completing the initial 3 months, a 50% cancellation fee will apply to the remaining balance of your contract. After the initial term, your plan will continue on a month-to-month basis and can be canceled at any time with 30 days' written notice. No refunds are issued for unused word counts.
- c. **Pausing:** You may pause your Retainer plan once per calendar year for up to 90 days. After that, any unused word or hour credits will expire unless otherwise agreed in writing.
- d. **Rollover Policy:** For Clients on a monthly Retainer plan, any unused words will automatically roll over for one additional month—after that, they expire.

6. Delivery & Revisions

- a. **Delivery Timeline:** Project turnaround times are based on word count, subject matter, formatting needs, and current availability. Estimated delivery dates will be confirmed in writing during the quoting process. SWAG is not responsible for delays caused by late delivery of Source Materials or lack of timely communication from the Client.
- b. **Revisions:** Each One-Time Project or Retainer includes a set number of Revisions based on the package selected. Revisions must be requested within 7 calendar days of delivery and are limited to changes that fall within the original scope of work.
 - i. Revisions do not include rewriting due to vague or unclear source text, changes to the original brief or terminology after delivery, or personal style preferences or rewording without a valid issue.
 - ii. Additional Revisions beyond what is included will incur a flat fee of \$75 per Revision, billed separately.
- c. **Final Deliverables:** All translations are delivered digitally in the agreed file format. If certified translations are required, they will include a signed certification letter unless otherwise specified.

7. Client Responsibilities & Communication

- a. To ensure high-quality results and timely delivery, Clients agree to:

- i. Provide complete and accurate Source Materials before the project begins.
 - ii. Respond to questions, clarification requests, or terminology decisions in a timely manner.
 - iii. Review Deliverables promptly and request any Revisions within 7 calendar days of delivery.
- b. Delays in communication may result in adjusted timelines or forfeited Revision opportunities. SWAG is not responsible for errors or delays caused by unclear, incomplete, or poor-quality source content.

8. Confidentiality & Data Protection

- a. SWAG treats all Client materials and communications as confidential. We will not share, publish, or disclose any Source Materials, Deliverables, or project-related information to third parties without your written consent, unless required by law.
- b. All digital files are stored securely and deleted after project completion, unless otherwise agreed.
- c. If you are submitting sensitive materials (e.g., legal, financial, or medical), please notify us in advance. For projects involving protected health information (PHI), SWAG is trained in HIPAA compliance and can execute a Business Associate Agreement (BAA) upon request.
- d. Clients are responsible for ensuring that all files shared with SWAG are free of viruses or malicious code.

9. Intellectual Property

- a. Upon full payment, the Client retains all rights to the final Deliverables. SWAG does not claim ownership of any translated content delivered to the Client.
- b. However, SWAG retains ownership of all internal materials, tools, glossaries, style guides, and templates used during the translation process. These are not included in the Deliverables and may not be reused or distributed without written permission.
- c. SWAG reserves the right to use anonymized excerpts of completed translations for portfolio or promotional purposes, unless the Client explicitly requests confidentiality in writing.

10. Discounts & Promotions

- a. From time to time, SWAG may offer promotional pricing, referral discounts, or special rates for nonprofit or Chamber of Commerce members. All discounts must

- be agreed to in writing before payment is made and are not retroactive.
- b. Only one discount may be applied per project or Retainer unless otherwise specified. Discounts cannot be combined with other offers or transferred to future projects unless explicitly stated.
- c. SWAG reserves the right to modify or discontinue promotional offers at any time.

11. Dispute Resolution & Governing Law

- a. If a dispute arises, both parties agree to make a good-faith effort to resolve the issue informally before pursuing legal action.
- b. Force Majeure: SWAG is not liable for delays or failures caused by events outside of our control, including natural disasters, power outages, or acts of war.
- c. These Terms are governed by the laws of the State of Texas, without regard to its conflict of law provisions. Any legal action or proceeding relating to our Services must be brought in the appropriate courts located in Tarrant County, Texas.
- d. By using our Services, you consent to the personal jurisdiction of those courts.

12. Rights Belonging to SWAG

- a. SWAG will adhere to all the Terms stated on this page. However, we reserve the right to make decisions that are best for the company. If a Client conducts themselves inappropriately through communications with SWAG in any manner—including, but not limited to: threatening the professor, showing up to a Video Call without appropriate clothing, sending harassing text messages and/or emails, publishing disparaging and false remarks in a review or on a social media platform—we reserve the right to terminate the Client's contract with no refund whatsoever. All decisions are made at the discretion of SWAG and are considered final.

13. Contact Information

- a. If you have any questions about these Terms, your project or anything else, you can reach us at:
 - i. Spanish With A Gringo, LLC
www.spanishwithagringo.com
profezach@spanishwithagringo.com
- b. We typically respond within 1-2 business days.