

EJ Macki LLC

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A. TERMS AND CONDITIONS

1. “You” and related words mean the client or buyer of services and controller of data; “we” or “I” and related words mean EJ Macki LLC, a limited liability company under the laws of the State of Washington in the United States. You are the controller and we are the processor of your data and any third-party data that you give us. You have to follow copyright and data privacy rules in all countries when you use our services.
2. We are not responsible for your copyright and data privacy violations arising from your use of our services.
3. We will give you a quote for the cost of the services you require. If you accept to the quote, you have to agree the provisions in Parts A, B, and C of this document. The quote will be valid for you to accept only until the date listed on the quote, or for three calendar days if not specified.
4. If you accept the quote and we perform services for you, then you must pay us in full for those services, and you cannot revoke your acceptance of the quote after the work has started.
5. You have to pay for the services you request from us in advance unless we have agreed otherwise in a signed contract. At 14 days past due, you will owe us a contractual penalty of 25% of any unpaid amount. You agree to pay further late fees as specified on your invoice if payment in full is not made on time, including in the event that bank fees have been deducted from any payment you make.
6. You agree to pay us the full amount due in US dollars (USD) by: a check drawn on a bank in the United States or Canada, by direct deposit if applicable, by wire transfer or giro (you agree to cover all bank fees for sending and receiving banks), or by credit card via PayPal.com sent only via the link or address specified in your quote or invoice; note that our rate is slightly higher for PayPal payments because of their fees. If required by law, you agree to issue us an IRS MISC-1099 form at the end of the year.
7. You agree not to hold us liable for any error in translation on our part for any reason. Any error reported to us will be quickly corrected and amended.
8. You and any end users of our services must agree not to hold us liable for any direct or indirect damages, harm, or financial loss caused by the use of our services.
9. We will issue a refund only if you paid more than the cost of the services we provided you. You agree that we will not issue any refunds after the work has started.
10. We reserve the right to refuse any translation.
11. The business between you and us is considered completed after we have received payment from you and you have received the service. That means that you would need a new quote if you want additional services beyond that point.
12. If there is a dispute between you and us, you agree that it will be resolved by a mediator to appointed at the sole discretion of EJ Macki LLC. If any provision in these terms or privacy policy becomes invalid for any reason, the rest of the terms and privacy policy remain unaffected.
13. Prices are subject to change at our discretion at any time.
14. The services we provide you, and the payment that you make to us in exchange for them, are subject to the laws of the State of Washington and/or King County and/or the City of Seattle in the United States.
15. Our privacy policy in Part B below forms an integral part of these terms, and you agree to it and, by your acceptance of a quote, you affirmatively opt in to it.
16. The document “What Is a Certified Translation?” in Part C below also forms an integral part of these terms, which you must read and certify that you have understand and agree to.
17. You also agree to the terms and provisions in Part A, the privacy policy in Part B, and the document in Part C indefinitely, and you agree that these terms and provisions do and will apply to all current and future jobs, or potential jobs, that I may do, or consider doing, for you.

B. PRIVACY POLICY

My obligation as a professional translator and processor of your personal information is to keep your personal information safe when you as controller use my translating, editing, and other services. I collect information about my clients who have me perform those services for them, and I collect information about the people who contact me for quotes and information about potential projects.

In compliance with the General Data Protection Regulation (EU) (“GDPR”), this Privacy Policy (hereinafter “the policy”) explains:

- **Who I am and therefore who is collecting your personal information**
- **What personal information is being collected**
- **The legal basis upon which I collect personal information**
- **Website**
- **When personal information will be collected**
- **Use of translation memory (TM)**
- **Use of machine translation (MT)**
- **Security of Personal Information**
- **Why I collect your personal information**
- **How I use your personal information**
- **How long I will keep your personal information**
- **Sharing your personal information**
- **The rights of Data Subjects**

Any questions relating to the Policy or to request a copy of the data I hold please contact me at ejmllcgdpr@outlook.com.

Who I am

As a self-employed translator, I operate as a limited liability corporation (LLC) under the laws of the state of Washington in the United States called “EJ Macki LLC.” Your business relationship is with my LLC only and not with me personally, even if I use words like “I,” “me,” or “my” to refer to my company. My name is EJ Macki, a translator based in the United States. I translate from German, Dutch, French, and the Scandinavian languages into English. I have worked full-time as a translator since 2000, and I translate only into my native language, which is English.

Services Provided

Translation, translation editing, copy editing, proofreading, transcreation, localization, subtitling, transcription, review, and linguistic testing

What type of information is collected from you

The personal information I may collect includes:

- Your name
- Telephone number
- Address
- E-mail address
- Website address
- Source Materials/documents
- Business/company name and tax ID number
- Your comments or requests regarding the services you want me to provide
- Banking or payment information

Note that there are certain legal obligations incumbent on you as the controller of any information in materials that you choose to share with me. When you provide me that source material, you must first have the right and authorization to share that information with me, and otherwise you should redact all personal information before you share it with me.

Website

Some of the links on my website are affiliate links for Amazon Services LLC Associates (aka Amazon Associates). I will receive a small commission on sales of certain items (typically books I have translated) via Amazon.com if you click a link to Amazon.com from my website. However, the price you pay for those items will remain exactly the same. I do not directly collect any information about you from these links, but Amazon will use that click data to provide you services, and you should visit Amazon.com to learn about its privacy policy and GDPR compliance:

<https://www.amazon.com/gp/help/customer/display.html?nodeId=468496>.

The legal basis upon which I collect personal information

I process your data to provide you relevant services as specified above under “Services Provided” and to provide you follow-up customer service; whenever it is in my legitimate interest to do so if these interests do not override your rights or I have consent to do so; or whenever I am compelled by law to collect this information.

When personal information will be collected

I obtain information about you only when you or someone who represents you contacts me by e-mail, text message, postal mail, or other methods to ask me for a quote, information, or collaboration.

Use of translation memory (TM)

To keep the coherence and consistency of the translation, and to facilitate my work, I extract and compile translation memory from clients’ source material using CAT tools (computer-assisted translation tools). The TM base will be kept indefinitely.

Any personal data, when entered into the TM base, will be anonymized and effectively scrambled into segments; thus, the data subject cannot be identified. The TM base is used offline and its use restricted and protected by passwords and encryption. I will not share the TM base with any third party unless I am compelled by a court order to share it.

Use of machine translation (MT)

I may from time to time use machine translation services in conjunction with CAT tools, unless you tell me not to for a given project. I use machine translation to speed up the draft translation process on certain projects for which machine translation is suited. I use only paid, secure, privately accessible machine translation services provided by companies that are themselves compliant with the General Data Protection Regulation (“GDPR”) so that your information is never made public, never commingled with the data of other people, is not stored by third parties, and becomes scrambled as a part of my TM base as mentioned above. If you want to read more about the GDPR compliance of these companies, you can read their policies in the list here (updated regularly as needed): SDL Language Cloud:
<https://www.sdl.com/about/privacy/gdpr.html>

Security of personal information

All information that I hold concerning you will be held and processed strictly in accordance with the provisions of the General Data Protection Regulation (“GDPR”). Your personal information will be securely stored in my database for no longer than is necessary with respect to the reasons for which it was first collected. I protect the privacy of your information by storing it on an encrypted disk secured by passwords, by using secure third-party servers protected by strong passwords and two-factor authentication, and by using a cloud back-up service in case of equipment failure that uses AES-256 encryption and that is secured with strong passwords, two-factor authentication, and a private key.

My working computers, internet access, and all e-mail are protected by regularly updated antivirus, antiphishing, and antimalware software to prevent any malicious attempts. I use e-mail services that use secure connections (https), but I can additionally use an encrypted e-mail service to communicate with you securely and exchange files in an encrypted way if you ask me to.

Why I collect your information

Your information is used to communicate and collaborate with you with regard to the services I provide. I will also use your information to provide follow-up customer service and to receive payment from you.

How I will use your personal information

I may use your information to:

- Communicate with you about services, quotes, questions, complaints, and other activities
- Provide services you have requested
- Seek your views, comments, or feedback on my services
- Notify you of changes to my services, terms, and policies
- Bill you for services I have done for you and notify you about your payment status
- Collect payments from you
- Notify or remind you of services that I offer
- File income or business taxes or issue tax-related statements, forms, or documentation as required by law

How long I keep your information

I will hold your personal information in my records for as long as is necessary for the relevant activity, or as long as is set out in any relevant contract I have signed with you. I review my retention of personal information on an annual basis. Generally, the source materials or documents that you have given me to perform my services for you will be retained in case you or I need those materials for follow-up customer service or to make changes requested by the customer in the future. This period of time will vary depending on the contract you and I have signed. If you ask me to, however, your information will be automatically erased upon confirmation of completion of the services and fulfillment payment except unless I am required by law to retain any of it.

Sharing your personal information

My LLC does not currently have employees other than me, but if my LLC ever has employees, my employees may have access to your information. However, they will be contractually subject to all the same strict confidentiality, nondisclosure, privacy, and security rules. I do not and will not sell your personal information. I do not share your personal information with third parties with two exceptions: (1) If I make use of professional business services such as a certified public accountant (“CPA”), bookkeeper, or attorney who help me comply with legal and tax obligations or to collect unpaid invoices, I may share your information with them but only to the extent necessary for them to perform their professional services for me. (2) If I make use of an editor for quality control services, I may share your information with that party so that she or he can perform quality-related professional services for me. I always have a confidentiality and privacy agreement in place with such providers before I use them, so they will keep your information at least as private and secure as I do.

The rights of the data subject

The GDPR provides the following rights for individuals:

- **The right to be informed**
- **The right of access**
- **The right to rectification**
- **The right to erasure**
- **The right to restrict processing**
- **The right to data portability**
- **The right to object**

The right to be informed about my collection and usage of your data

This is covered in this privacy policy.

The right of access (right to request the data I hold)

The General Data Protection Regulation (“GDPR”) grants you the right to a copy of any data concerning you that has been processed. I will respond in a timely manner within the one-month time frame laid down

by the GDPR from the point of receiving the request and all the necessary information from you. The request is free of charge.

The right to rectification

You are entitled to have personal data rectified if it is inaccurate or incomplete. I will respond to requests for rectification within one month of receipt of the request.

The accuracy of your information is crucial for me to provide my services. If you change your e-mail address, or if any of the other information I hold is inaccurate or out of date, please contact me.

The right to erasure (also known as the right to be forgotten)

You have a right to have your personal data erased and to prevent processing in specific circumstances:

- Where the personal data is no longer necessary in relation to the purpose for which it was originally collected/processed
- If you withdraw your consent to processing
- If you object to the processing, and there is no overriding legitimate interest for us to continue the processing
- Your personal data was unlawfully processed (i.e., otherwise in breach of the GDPR)
- Your personal data has to be erased in order to comply with a legal obligation
- The right to restrict (i.e., prevent) further processing of your data

The right to data portability

This right allows you to move, copy, or transfer personal data easily from one IT environment to another in a safe and secure way, without hindrance to usability.

The right to object

You have the right to object to:

- Processing based on legitimate interests or performing a task in the public interest/exercise of official authority (including profiling); and
- Direct marketing (including profiling);

Please note that most of the personal information I collect from you is crucial for the performance of a task or service. Should you object the processing of your data, I will likely not be able to provide the service you have required.

Invoking your rights

If you would like to invoke any of the rights mentioned above or if you have any questions or concerns regarding this policy, please contact me as follows: by e-mail at ejmlcgdpr@outlook.com, by telephone at +1 (323) 813 – 8442.

Review of the policy

This policy is under regular review (the last update is stated at the top of this document).

C. “WHAT IS A CERTIFIED TRANSLATION?”



What is a Certified Translation?

In the United States a certified translation consists of the following three parts:

- 1) The source-language (original) text
- 2) The target-language (translated) text
- 3) A statement signed by the translator or translation company representative, with his or her signature notarized by a Notary Public, attesting that the translator or translation company representative believes the target-language text to be an accurate and complete translation of the source-language text. Sometimes this statement bears the title “Certificate of Accuracy” or “Statement that Two Documents Have the Same Meaning.” Some translators will attach a Curriculum Vitae to the notarized statement.

Please note that any translator and any translation company representatives, regardless of credentials, may “certify” a translation in this way. A translator does not need to be “certified” in order to provide a “certified translation.” It is also important to realize that the Notary Public seal assures only that the signature is that of the person who presented him or herself to the notary. The Notary Public is not attesting to the accuracy of the translation.

What is a certified translator?

In contrast to many other countries, in the United States there is no federal or state licensing or certification for translators. There are some credentials available to translators working in some language pairs in this country, but they do not carry the same weight--in the market place or in the translation community--as federal licensing or certification in other countries.

The American Translators Association offers translator certification in some language pairs. ATA certified translators are required to specify the language pairs and directions in which they are certified. For example, a translator certified in German to English is not necessarily certified in English to German.

The Department of Social & Health Services in Washington State screens translators in several languages to translate DSHS materials. Translators who have passed this screening in a specific language pair may call themselves “DSHS Certified Translators.”

The Translators and Interpreters Guild, a national organization of independent professional language translators and interpreters, announced in September 2000 that it will be offering TTIG Certification for translators.

Please note that there are many languages for which there is no type of certification or screening available in this country. There are many excellent, experienced translators who are not accredited or certified.

In the United States it is not necessary to be certified or licensed in order to provide a certified translation for official use.

D. YOUR CERTIFICATION AND AGREEMENT TO PAY (contingent upon acceptance of the quote)

1. I understand that
 - the quote you have given me for my project expires on the date listed on the quote, otherwise in three calendar days; and
 - I must prepay the quoted amount before you can begin services and that the schedule for the project may change depending on when I make payment.

2. I certify that I have read and understood and, as applicable, agree to and affirmatively opt into
 - all of the terms listed above in Part A,
 - the provisions of the privacy policy in Part B above, and
 - the document “What Is a Certified Translation?” in Part C above.
 - I also certify that I agree to the terms and provisions in Parts A, B, and C indefinitely and that these terms and provisions apply to all current and future jobs or potential jobs you may do or consider doing for me.

3. I certify that I have the legal right and express legal authorization to allow the materials/document I submit to you to be viewed, seen, read, or processed by others, and I agree to hold you harmless for any intentional or unintentional violation of this provision.

4. I certify that, if I am certifying on behalf of a company, entity, or person other than myself, I have the express authorization and right to sign on their behalf.

5. I certify that all information I have given you is true and accurate to the best of my knowledge.

Your Signature

Place

Date (please write out the month as a word, e.g., “January” not “01”)

Clearly and carefully PRINT your name, e-mail address, phone number and postal address so that we have accurate contact information for you. Then, scan and return this entire document to us per the instructions you received from us by e-mail:

Your full name (printed clearly):

Your e-mail address (one that you reliably check):

Your phone number (one that you actually answer):

Your full mailing address where you personally receive mail and can be invoiced (printed clearly):

Thank you!