

These Terms of Service (**'Terms'**, last updated 10 February 2021) relate to the provision of services by Menuridae Translating and Editing (**'Menuridae'**, **'we'**, **'us'** and **'our'**), ABN 23 815 268 249, to you, as offered through our website located at [www.menuridae.com](http://www.menuridae.com).

You and Menuridae agree that your access to and use of the translation and editing services is subject to your agreement to these Terms, which will become a binding agreement between you and Menuridae. Please ensure that you read these terms carefully.

1. Fees and Services
  - 1.1 Menuridae offers the following services:
    - a) Standard Editing;
    - b) Premium Editing (single review);
    - c) Premium Editing (5x review package)
    - d) Chinese to English translation; and
    - e) English to Chinese translation;
  - 1.2 The Services are available only to persons who can form legally binding contracts under applicable law. Without limiting the foregoing, the Services are not available to individuals under the age of 18. By clicking 'I agree' and requesting our services, you represent and warrant that:
    - a) you are 18 or older and have full legal capacity; and
    - b) if you are accepting these Terms on behalf of an entity, you have the authority to bind that entity.
  - 1.3 The scope of each service, the corresponding fees and the projected timeframes are as set out on our "Services" page.
  - 1.4 All fees are payable in advance unless Menuridae agrees otherwise.
  - 1.5 Menuridae may increase or otherwise alter its fees at any time. All changes to pricing will be updated on our "Pricing" page.
  - 1.6 Please note the following in relation to the scope of our services:
    - a) Our services are limited to the field of language only. Menuridae does not review the substance or veracity of the documents submitted to us. You are solely responsible for the accuracy, quality and completeness of the content provided in the documents you send to us for translation or editing.
    - b) For Standard Editing, the scope of services is limited to a review of spelling, grammar, punctuation and simple phrasing only. If you require reviews for style and expression, please consider our premium editing services.
    - c) For Premium Editing, we may require your input to ensure that your ideas and meaning have been accurately and appropriately conveyed. This may include, for example, reviewing and providing feedback on draft deliverables. You agree that you will co-operate with us by investing the appropriate time and resources, and making available the appropriate personnel.

## 2. Timeframes

Unless Menuridae agrees otherwise, the process and timing for delivery of your translated or edited documents will be as follows:

- 2.1 Upon receipt of your request and the document(s) to be translated or edited, we will respond via email within 1 Business Day with confirmation of whether we are able to accept your request.
- 2.2 Where we are able to accept your request, our email response will include:
  - a) confirmation of the timeframe (number of Business Days) for delivery of any draft and/or final deliverable(s) (as applicable), as well as the timeframe for delivery of the final translated or edited document(s); and
  - b) an invoice confirming the fees for your requested services.  
(Both the timeframes and fees in this clause 2.2 will be consistent with that listed on our “Services” and “Pricing” pages, respectively)
- 2.3 We will commence translating or editing your document upon receiving confirmation of payment of the invoice referred to in clause 2.2(b). We will provide you with email confirmation of receipt of payment, along with confirmation of the specific date(s) by which you will receive the draft and/or final deliverable(s) (as applicable). (The timeframes in this clause 2.3 will be consistent with that set out in clause 2.2.)
- 2.4 We will deliver the relevant draft or final deliverables (as applicable) via email by the date specified in the email referred to in clause 2.3. Please note that where draft deliverables are included as part of the requested services, our ability to deliver the final deliverables on schedule will depend on your timely review and provision of feedback on these drafts. You agree that you will communicate your comments on any draft deliverables to us promptly.
- 2.5 For the purposes of these Terms
  - a) **Business Day** means a day that is not a Saturday, Sunday or public holiday in Victoria;
  - b) a notice or communication received after 5.00pm is taken to be received on the next business day; and
  - c) an email is taken to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.

## 3. Cancellations and Refunds

- 3.1 If, for any reason, you need to cancel an order you have placed with Menuridae, please email us at [info@menuridae.com](mailto:info@menuridae.com) within 3 Business Days of receiving our email acknowledging confirmation of payment (i.e. the email in clause 2.3).
- 3.2 For cancellations received within 3 Business Days:

- a) we will refund 50% of the fees for any uncommenced work (e.g. if you send us a 5,000 word document for editing and two-thirds of the document has been completed at the point of cancellation, we will refund 50% of the fees for the remaining one-third);
  - b) we will provide you with any partially completed deliverables, if requested; and
  - c) fees for any work already completed will not be refunded.
- 3.3 No refund will be applicable for cancellations received outside the timeframe set out in clause 3.1.
- 3.4 If you are dissatisfied with the deliverable(s) provided, please email us at [info@menuridae.com](mailto:info@menuridae.com) within 14 days of receiving the deliverables. Please ensure that your email includes:
- a) details explaining the reasons for your dissatisfaction; and
  - b) a copy of the deliverable you are dissatisfied with, marking out any disputed edits or translations.
- Menuridae will confirm receipt of your complaint within one business day, and provide an explanation to any disputed edits or translations and/or remedy any defects in the deliverables within a reasonable timeframe that is agreed with you.
- 3.5 If we are unable to amend the disputed deliverable to your satisfaction, Menuridae will provide a full or partial refund in accordance with your rights under the Australian Consumer Law.

#### 4. Intellectual Property

- 4.1 Menuridae makes no claims on any material or content sent to us for translation or editing. You own all right, title and interest, and all intellectual property rights in:
- a) all documents you submit to us for translation or editing; and
  - b) all translated and edited documents we provide to you as deliverables (including draft deliverables) under these Terms.
- 4.2 Menuridae retains all right, title and interest, and all intellectual property rights in the website [www.menuridae.com](http://www.menuridae.com). This includes any information we collect and analyse about your use of the website in accordance with clause 8 of our Privacy Policy.

#### 5. Privacy

These Terms include the provisions set out in our Privacy Policy. By indicating your agreement to these terms, you consent to Menuridae handling your personal information as set out in our Privacy Policy.

## 6. Warranties and Indemnity

### 6.1 You represent and warrant that:

- a) You have obtained all necessary third-party rights in relation to any document(s) (or portions thereof) you submit to us, including without limitation any copyrights or licences, which are necessary for Menuridae to provide the requested translation or editing services; and
- b) No document(s) (or any portions thereof) that you submit to us contains any plagiarized content, or any content that is illegal or would otherwise infringe or constitute a misappropriation of any right of any third party.

### 6.2 You agree to indemnify, defend, and hold Menuridae harmless against any loss, liability, claim, or demand (including reasonable legal fees) arising out of any claim, action, proceeding, or allegation brought against us by a third party due to:

- a) your breach of, or any inaccuracy of, any representations or warranties made under these Terms;
- b) your breach of any term in this agreement; or
- c) your violation of any law or the rights of a third party.

## 7. Limitation of Warranties and Liability

7.1 To the fullest extent permissible by law, Menuridae disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. Menuridae cannot guarantee and does not promise any specific outcomes from use of our services. However, nothing in this clause 7.1 affects your rights under the Australian Consumer Law.

7.2 Subject to clause 7.4, Menuridae accepts liability arising from our breach of contract or negligence for any loss or damage you reasonably incur that is a direct result of, and flows naturally from, such breach or negligence (but excludes loss of profits, likely savings and data). Our liability for all such claims is limited in aggregate to the total amount paid by you to Menuridae for the services.

7.3 Other than for the liability we accept under clause 7.2, Menuridae excludes, to the fullest extent permissible by law, all other liability whether to you or a third party for breach of contract, negligence or breach of any other law, including, without limitation, all liability for any indirect, consequential, exemplary, incidental, special or punitive damages. For any liability which cannot lawfully be excluded as it is under this clause 7.3, our liability is limited to the total amount paid by you to Menuridae for the services.

7.4 Menuridae will not be responsible for any loss or damage arising from circumstances outside our reasonable control.

7.5 Notwithstanding anything else in this clause 7, Menuridae's liability will be reduced to the extent the loss or damage is caused by you, your employees, agents or contractors.

## 8. Miscellaneous

- 8.1 These Terms set forth the entire agreement between you and Menuridae pertaining to the translation and editing services offered through the website located at [www.menuridae.com](http://www.menuridae.com).
- 8.2 Menuridae's failure to exercise any right, power or remedy provided under these Terms or otherwise available to us, or failure to insist upon your compliance with any provision of these Terms, shall not constitute a waiver of such rights, powers or remedies, or deprive Menuridae of the right thereafter to insist upon strict adherence to that provision or any other provision in these Terms.
- 8.3 If any provision (or part thereof) in these Terms is void or unenforceable, that provision (or part) shall be revised to the extent necessary to cure the invalidity or unenforceability. The remaining provisions shall continue to have full force and effect.
- 8.4 Menuridae may, from time to time and at our sole discretion, make changes and modifications to these Terms. If we do so, we will notify you of any changes by posting the changes to our website, indicating at the top of this page the new effective date (i.e., the Last Updated date), and
- a) if you submit a request through our webform, requiring you to acknowledge your agreement of the updated terms by clicking "I agree"; or
  - b) if you submit a request through email, attaching a copy of the updated terms in our response to you.

The changes will only affect services requested after the effective date of the change unless we clearly express otherwise. Your use of our services after we provide you with notice of such changes shall be deemed your acceptance of such changes.

- 8.5 These Terms shall be interpreted under and governed by the laws of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of Victoria and any courts that may hear appeals from those courts in respect of any proceedings in connection with these Terms.