

## **Terms and Conditions**

### **§1. General Provisions**

**1.** These Terms and Conditions govern the provision of services by Mr. Dawid Aleksander Kowalski Faerber ("the Contractor") via the website [translationsfaerber.pl](https://translationsfaerber.pl).

**2.** The Contractor provides the following services:

- Translation (Polish-German, German-Polish, English-German, English-Polish, Russian-German, Russian-Polish)
- Ghostwriting in German
- Copywriting in German
- Proofreading of German texts
- Online German Classes

**3.** The Contractor operates as a freelancer and does not conduct business activity. Payments are processed through the freelance service platform Kugaru Limited Liability [Ltd.].

### **§2. Ordering and Payment Terms**

**1.** Clients may contact the Contractor via the contact form on the website or by email. For clarifications, phone contact is possible, though email is preferred. Before placing an order, clients must read the Privacy Policy and these Terms and Conditions. Doing so implies automatic acceptance. The Contractor will respond within 24 hours of receiving an inquiry.

**2.** Once terms are agreed upon, payment must be made via bank transfer to the account of Kugaru Ltd: Bank Account: 39 1140 2004 0000 3102 8218 7744 (mBank SA [SA- joint-stock company]), Recipient: Kugaru Sp z o.o. [Sp z o.o.- Ltd.], Aleje Jerozolimskie 148, 02-326 Warszawa [Warsaw], NIP: 7011074224.

**3.** Services begin once the payment is received by Kugaru Ltd.

**4.** A VAT invoice is issued for each payment by Kugaru Ltd.

**5.** Translation, ghostwriting, copywriting, and proofreading are subject to a 23% VAT. German language instruction is VAT-exempt under Article 43(1)(28) of the VAT Act. Listed prices for translation services exclude VAT.

**6. MAX-Erwachsen Package:** Adults purchasing 10 online German lessons (45 min each) in advance receive a 15% discount. This package is non-refundable and valid for 5 months. Unused lessons expire after that. Total cost: 1275 PLN.

**7. MAX-Student Package:** Students purchasing 10 lessons in advance receive a 20% discount with proof of student status. Non-refundable, valid for 5 months. Cost: 1200 PLN.

**8. MAX-Kind Package:** For children aged 13–18, the 10-lesson package includes a 25% discount when paid in advance. Non-refundable, valid for 5 months. Parental or legal guardian consent is required in writing. Guardians/parents bear full legal responsibility for online behavior of their children. Cost: 1125 PLN.

### **§3. Service Conditions**

**1.** All services are delivered online based on submitted materials and agreements with clients, who must have legal capacity.

**2.** Deadlines are individually set and may change due to the uncontrollable force of circumstances. Two translation delivery modes are offered:

- STANDARD (up to 3 pages per day)
- EXPRESS (3 to 5 pages per day)

**3.** Clients may be asked to review part of the work to suggest corrections or additions before completion.

**4.** German classes are held via Google Meet. Cancellations must be made at least 24 hours in advance by email to *translationsfaerber@gmail.com*, including the reason and a new time and date. Classes are conducted solely in German using a natural language acquisition approach.

### **§4. Settlements with Kugaru**

**1.** All billing and contractual matters are managed by Kugaru Ltd.

### **§5. Personal Data Protection**

**1.** Client data is processed in accordance with applicable law.

**2.** The Contractor is the data controller and shares necessary information with Kugaru Ltd. ([www.kugaru.com](http://www.kugaru.com)) for invoicing purposes.

## **§6. Complaints and Withdrawal**

**1.** Complaints must be submitted in writing, signed, and sent via registered mail to: P.O. box: 324, ul. [ul.- Street] Juliana Tuwima 38, 90-001 UP Łódź 1. The Contractor will respond within 14 days per Article 8(3) via registered mail to the address provided.

**2.** Complaints must specify any factual or linguistic errors. Lexical errors refer to incorrect content or omissions; grammatical errors concern language. Complaints must clearly identify the issue and provide justifications. Incomplete or informal complaints may extend the resolution time by 14 days. Valid complaints may lead to corrections with an extended deadline.

**3.** Complaints cannot be based solely on subjective preferences, such as:

- a) personal stylistic preferences,
- b) emotional associations with specific words,
- c) lack of understanding of terminology,
- d) interpretive differences (e.g., tone or context),
- e) cultural misunderstandings or personal impressions.

**4.** Clients may request up to two revisions per project (translation, ghostwriting, etc.) via email, specifying the requested changes. The Contractor will respond within 3 business days with a new completion deadline. These revisions are free of charge.

**5.** Digital service contracts cannot be withdrawn once the full service has been delivered and the completed file is received.

**6.** If the client withdraws during a project, they must pay a contractual penalty equal to 50% of the agreed total fee.

## **§7. Final Provisions**

**1.** Polish law governs these Terms and Conditions. Where not specified, the following apply:

- *The Civil Code of 23 April 1964*
- *The Act of July 18, 2002, on Providing Services by Electronic Means*

**2.** The disputes will be resolved amicably. If that fails, the court competent for the Contractor's registered office will decide.

**3.** These Terms and Conditions may be updated. The latest version is always available at [www.translationsfaerber.pl](http://www.translationsfaerber.pl).

