

Terms of Use

These terms of use apply to Ablio's products and services ("Services"). The Services are provided by Ablio LLC ("Ablio"), located at 2385 NW Executive Center Dr. - Suite 100, Boca Raton, FL 33431, United States.

These terms and conditions, as may be amended from time to time, apply to Ablio's on-line live interpreting services directly or indirectly (through distributors) made available through Ablio's website, telephone, desktop and mobile apps and videoconference.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are diverse, and additional terms or product requirements may apply. Additional terms will be available with the relevant Services, and those additional terms will become part of your agreement with Ablio if you use those Services.

Prices

Prices for Ablio Service are calculated on a per minute basis starting from the moment a connection is established with your interpreter, at the rate displayed during your service request or as shown within the corporate contract your organization has signed with Ablio.

Ablio's fees are charged in US dollars. and any currency conversion presented during the service is for information purposes and based on the European Central Bank published rates for the prior day

Pricing is subject to change from time to time and the then-current rates will apply to the Service we provide to you. Payments are made by credit card using SSL encryption ensuring that credit card details are passed in a secure format. Credit card details are captured when you open your Ablio account, and are stored in a PCI compliant encrypted vault at Stripe.com Ablio does not store your credit card information in its servers

Using our Services

You may use our Services only as permitted by law. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. These terms do not grant you the right to use any branding or logos used in our Services.

Using our services voids your ability to contract directly with any of the Ablio Interpreters, and you agree not to solicit them for the procurement of interpreting services outside of the ablio platform.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information.

Your Ablio Account

You need a Ablio Account in order to use our Services. You may create your own Ablio Account, or your Ablio Account may be assigned to you by an administrator, such as your employer. If you are using a Ablio Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

To protect your Ablio Account, keep your password confidential. You are responsible for the activity that happens on or through your Ablio Account.

Privacy of Information and Communications

Ablio's privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Ablio can use such data in accordance with our privacy policies.

In providing its own Services, Ablio will make reasonable efforts to ensure the privacy of your information and communications. Under applicable law, Ablio may be obligated to reveal information or communications which evidence or constitute criminal activity.

Modifying and Terminating our Services

Ablio is constantly improving its Services. Ablio may add or remove functions or features, and may suspend or stop a Service altogether.

You can stop using the Services at any time. Ablio may also stop providing Services to you, or add or create new limits to our Services at any time.

We believe that you own your data and preserving your access to such data is important. If Ablio discontinues a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, ABLIO MAKES NO PROMISE, REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, ABOUT ITS SERVICES, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, ACCURACY, COMPLETENESS OR TIMELINESS OF ANY INTERPRETATION OR TRANSLATION.

ABLIO DOES NOT WARRANT THE AVAILABILITY OF INTERPRETERS FOR ALL LANGUAGE PAIRS AT ALL TIMES, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

YOU AS A CUSTOMER RECOGNIZE THAT OVER-THE-PHONE INTERPRETATIONS AND DOCUMENT TRANSLATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

FOR PURPOSES OF THE EXCLUSIVE REMEDY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION, ABLIO SHALL BE DEEMED TO INCLUDE ABLIO LLC, ABLIO SRL, ITS AFFILIATES AND THEIR RESPECTIVE SUCCESSORS, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS,

SUBCONTRACTORS, TRANSLATORS AND INTERPRETERS (WHETHER EMPLOYEES OR INDEPENDENT CONTRACTORS) OF ABLIO, AND "DAMAGES" WILL REFER COLLECTIVELY TO ALL INJURY, DAMAGE, LOSS OR EXPENSE INCURRED. CHARGES FOR ABLIO'S SERVICES ARE ESTABLISHED IN RELIANCE ON THE EXCLUSIVE REMEDY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION.

YOU AS A CUSTOMER ACKNOWLEDGE TO ACCEPT CHARGES CALCULATED ON THIS BASIS, AND AGREE THAT THIS ALLOCATION OF RISK OF LIABILITY IS FAIR,

REASONABLE, AND NOT UNCONSCIONABLE. YOU ALSO UNDERSTAND AND ACKNOWLEDGE THAT THE CHARGES FOR ABLIO SERVICES ARE UNRELATED TO THE VALUE OF YOUR BUSINESS OR THE POTENTIAL FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, AND SPECIAL DAMAGES OR ANY OTHER DAMAGES IN EXCESS OF THOSE ALLOWED BY THIS SECTION. YOU AS CUSTOMER RETAIN THE RIGHT TO PURCHASE INSURANCE TO COVER ANY ADDITIONAL LOSS OR LIABILITY.

IN ACCORDANCE WITH THE UNDERSTANDINGS SET FORTH ABOVE, ABLIO'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES CAUSED BY DEFECT OR FAILURE OF ITS SERVICES, OR ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO A CREDIT OR REFUND OF THE CHARGES FOR THE SERVICES WHICH GAVE RISE TO THE CLAIM.

ABLIO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT ABLIO HAD KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Ablio and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

Subcontracts

Ablio may subcontract any or all of the Services to be performed but, subject to the exclusive remedies and limitations of liability set forth in these Terms and Conditions, it shall retain responsibility for the work that is subcontracted.

Survival of Obligations

The obligations of the parties under this Agreement which by their nature would continue beyond the termination or cancellation of this Agreement shall survive such termination or cancellation.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in your Ablio Personal Account information dashboard. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Ablio and you. They do not create any third party beneficiary rights, including, without limitation, any persons participating in or the subject of conversations for which Ablio Interpreter Services are provided.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The construction, interpretation and performance of this Agreement shall be governed by the domestic laws of the State of Florida.

The laws of the state of Florida, U.S.A., will apply to any disputes arising out of or relating to these terms or the Services.