

TERMS AND CONDITIONS FOR TRANSLATION AND CERTIFICATION SERVICES

Controlling English version. These Terms govern translation, certification and related services ordered through chtranslations.ch.

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Service provider and contracting party

Tomàs Aragonès Mercadé · sole proprietor trading as CH Translations · Eggstrasse 21,
9100 Herisau, Switzerland · admin@chtranslations.ch

1. Provider

The services offered through chtranslations.ch are provided by:

Tomàs Aragonès Mercadé Sole proprietor trading as CH Translations Eggstrasse 21 9100 Herisau
Switzerland Email: admin@chtranslations.ch

The Customer is the individual or legal entity placing the order.

These Terms apply to all translation, revision, certification, document-handling, apostille-coordination and related services provided through chtranslations.ch.

Any specific service description or written order confirmation takes precedence over these Terms in the event of inconsistency.

2. Services

The Provider offers professional translation and translation intended for a separate official certification of correspondence. Translation, linguistic review, document preparation and commercial administration are private services and are not acts of public authority.

Where official certification is ordered, an authorised public certifying officer of Appenzell Ausserrhoden personally compares the source presented and the final translation and certifies only their correspondence within the wording of the certificate. The platform, trading name, translator and reviewer do not themselves exercise public authority.

The exact service, language pair, documents, private-service lines, official fees, third-party disbursements and optional physical delivery are shown in the binding order summary.

3. Ordering process

Before payment, the Customer provides only the information needed to identify the contracting and invoicing party: full name or legal name, structured postal address, country and verified email. Business UID or VAT number and an internal invoice or purchase reference are optional.

The Customer uploads the source files, reviews the automatic page and document count, chooses any eligible options, reviews the itemised price, verifies the email address and accepts the contractual statements shown at checkout. The order becomes binding only when the payment provider confirms payment.

The Provider may use a configured address-verification service. If the address cannot be verified, the Customer must expressly confirm that it is complete and exact before payment.

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4. Provider's right to reject or suspend an order

The Provider may reject, suspend or cancel an order where:

- the documents are illegible, incomplete, corrupted or materially different from the description given;
- the selected language, service or certification is unsuitable;
- the order contains a manifest technical or pricing error;
- the requested deadline cannot reasonably be met;
- necessary information is not supplied;
- payment cannot be verified or is reversed;
- the requested service appears unlawful, fraudulent or misleading;
- a conflict of interest, professional restriction or legal impediment exists;
- performance would expose the Provider or another person to an unreasonable legal or security risk.

If the Provider cancels an order, the Provider will refund the portion of the price that has not already been earned or irrevocably committed.

The Provider may request clarification, replacement documents or additional payment before continuing the order.

5. Customer documents and instructions

The Customer must supply complete, accurate and legible documents.

The Customer must provide all information relevant to the translation, including where applicable:

- the correct spelling of names;
- dates, numbers and addresses;
- preferred transliterations;
- official terminology;
- the intended country and receiving authority;
- the required form of certification;
- required apostilles or legalisations;
- relevant deadlines;
- prescribed formats or templates;
- previous translations that must be followed.

The Provider is entitled to rely on the documents and information supplied by the Customer.

Unless expressly agreed otherwise, the Provider is not required to investigate or verify:

- the authenticity of a document;
- the authority of its issuer;
- the factual accuracy of its contents;
- the genuineness of signatures, seals or stamps;
- the legal validity or continuing validity of the document.

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If a passage cannot be read reliably, it may be marked as illegible, unclear or uncertain rather than reconstructed or guessed.

The Customer confirms that they are entitled to submit the documents and personal data concerned and to instruct their processing for the requested service.

6. Changes after ordering

The price and delivery time are based on the documents and information submitted when the order is placed.

The following may constitute a new or additional service:

- replacing the source document;
- adding pages or files;
- changing the source or target language;
- changing names or transliterations;
- requesting a different certification;
- introducing new requirements from an authority;
- requesting additional physical copies;
- adding an apostille or legalisation;
- changing the delivery method or destination.

The Provider may suspend performance until the Customer accepts and pays any additional charge.

If the Customer does not accept the revised price, the Provider may cancel the unperformed part of the order. Work already performed and costs already incurred remain payable.

7. Professional standard

The Provider will perform the agreed service with reasonable professional care.

Translations may be prepared or reviewed using suitably qualified translators, reviewers, language specialists and controlled language-technology systems.

The Provider may select terminology and linguistic formulations that reasonably convey the meaning of the source text in the target language.

A different but linguistically acceptable formulation, terminology preference or stylistic alternative does not by itself constitute a defect.

8. Certification of correspondence

Where official certification is ordered, the public certifying officer certifies only that the final translation corresponds with the source document presented and identified in the certification clause. The certification is a separate official act from the private translation and linguistic-review service.

Unless the order expressly states that a physical original must be presented, the comparison may be based on the PDF or other permitted reproduction submitted through the client portal. If presentation of the original is selected, the original must be presented personally or sent by registered post under the sender's responsibility. The service period does not start until it is received.

Private original-document intake, controlled reproduction, page matching and preparation may be charged separately where actually performed. These private services do not replace, increase or form part of the official certification fee.

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The certification does not by itself establish the authenticity, truth, legal validity, issuer, signature or seal of the source document, nor acceptance by a particular recipient.

9. Requirements of receiving authorities

The Customer is responsible for determining the requirements of the court, authority, registry, consulate, university, employer or other intended recipient.

Before ordering, the Customer must check, where relevant:

- whether a certified translation is required;
- whether a specific category of translator or official is required;
- whether the physical original must be examined;
- whether a certified copy must be attached;
- whether an apostille or legalisation is required;
- whether a specific certification wording is prescribed;
- whether documents certified in Switzerland are accepted;
- whether a particular delivery format is required;
- whether a submission deadline applies.

Information provided by the Provider concerning common practice is general information and does not replace confirmation from the receiving authority.

The Provider does not guarantee acceptance by a particular recipient unless the Provider expressly confirms in writing that the order is intended to satisfy specific written requirements supplied before the order was placed.

A refusal or request for additional documentation does not by itself prove that the translation or certification is defective.

The Customer must provide any refusal or additional requirement from the receiving authority in writing.

A correction or reissue without additional translation charges will be provided only where the refusal results directly from a material failure by the Provider to supply the service expressly agreed.

No free correction, replacement or refund is due where the recipient:

- imposes a requirement not communicated before ordering;
- requires a different category of translator or certifying person;
- requires inspection of a physical original;
- requires an apostille, legalisation or certified copy not ordered;
- rejects the source document itself;
- questions the authority or identity of its issuer;
- changes its administrative practice;
- exercises a discretionary power.

10. Apostilles and legalisations

An Apostille is optional and is included only when expressly selected. It authenticates the relevant official signature, capacity and, where applicable, seal. It does not certify the linguistic content of the translation or compel a receiving institution to accept the document.

The Cantonal Chancellery's official fee is identified separately from the Provider's private submission, follow-up and handling service and from registered return costs.

German is requested by default. English or Spanish may be requested where shown in the order interface, but the issuing authority decides availability and no language other than German is guaranteed.

11. Prices and payment

The binding summary and invoice separately identify private translation and review, private handling, any urgency surcharge, official certification fees, Cantonal Chancellery fees, private Apostille coordination, third-party disbursements and optional physical delivery.

The configured official certification fee is CHF 20 per certified document under the applicable Appenzell Ausserrhoden tariff. Urgency applies only to private translation and linguistic review, not to official or third-party fees.

A valid discount code reduces the private order total by the fixed CHF amount configured for that code, subject to its activation, expiry and maximum paid uses. The original amount, discount and final amount are shown separately. A discount cannot reduce the payable amount below zero.

The Cantonal Chancellery charge is CHF 25 per Apostille or legalisation and CHF 6 for registered return at the version date. Private services and delivery are market-priced and identified as such.

If the Provider is not registered in the Swiss MWST register, no MWST is charged or shown as a zero-rate tax. If registration is activated, the centrally configured applicable rate is calculated on the net amount after discount and shown separately.

12. Delivery

Every completed order includes a verified digital copy delivered privately in the client portal. The portal record may show a verification code, QR reference, SHA-256 document fingerprint and the status current, replaced or revoked. This verification mechanism does not constitute a qualified electronic signature.

Registered post and pick-up by appointment at Eggstrasse 21, 9100 Herisau are optional, independent physical-delivery choices and may be combined. A certified physical document is completed by the public certifying officer; a professional physical document is signed by the responsible professional.

Postal and authority transit times are additional to the stated translation service time. Collection is available only after the portal message confirms readiness.

13. Binding order and cancellation

There is no contractual cooling-off period or free right to cancel after the binding order has been placed, except where mandatory law expressly provides otherwise.

A change of mind, duplicate order, change in personal circumstances or the fact that the translation is no longer required does not create a right to cancellation or refund.

A cancellation request does not stop processing unless the Provider expressly confirms acceptance of the cancellation.

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If the Customer terminates the contract before completion under a statutory right that cannot validly be excluded, the Customer remains liable, to the extent permitted by law, for:

- work already performed;
- administrative and processing work;
- costs and third-party commitments already incurred;
- loss resulting from the premature termination, including compensable lost profit;

less any expenses that the Provider is legally required to credit as saved.

Any amount already paid may be retained and applied against these claims. Any remaining amount owed by the Customer remains payable.

Once the translation has been completed, certified, issued, submitted for an apostille or legalisation, or made available for delivery, the full agreed price remains payable.

No refund is due merely because:

- the Customer ordered the wrong service or language;
- the Customer submitted the wrong document;
- the Customer later supplies a different document;
- the document is no longer required;
- the Customer missed a personal or procedural deadline;
- a recipient requires an additional service not included in the order;
- a recipient refuses the document for a reason not attributable to a material defect in the agreed service.

Where mandatory foreign consumer law grants a right of withdrawal, those mandatory rights remain reserved.

By requesting immediate performance, the Customer acknowledges that they may be required to pay for services performed before withdrawal and may lose the withdrawal right once the service has been fully performed, where permitted by the applicable law.

14. Customer review

The Customer must review the delivered document promptly.

The Customer must pay particular attention to:

- names;
- dates;
- numbers;
- addresses;
- document references;
- transliterations;
- stamps and handwritten passages;
- completeness of the translated pages.

Any readily detectable defect must be notified in writing, with sufficient detail, without undue delay and no later than seven calendar days after delivery.

A hidden defect must be notified immediately after discovery.

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The complaint must:

- identify the affected document and passage;
- describe the alleged error;
- state the requested correction;
- include any relevant written requirement or refusal from the receiving authority.

An undocumented oral statement that a recipient did not accept the document is not sufficient to establish a defect.

To the extent permitted by law, failure to notify an apparent defect within the applicable period constitutes acceptance of the delivered service.

15. Corrections and remedies

Where a material defect attributable to the Provider exists, the Provider has the primary right to:

- correct the affected passage;
- complete an omission;
- replace the affected file;
- reissue the relevant certification.

The Customer must allow the Provider a reasonable opportunity to correct the defect before commissioning a replacement service from another provider.

A refund, price reduction or replacement by a third party is not the primary remedy.

A refund or price reduction is available only where:

- required by mandatory law; or
- the defect is material and attributable to the Provider, and correction is impossible, has failed or would be objectively unreasonable.

Corrections made because the Customer supplied incorrect information, changed instructions or introduced new requirements may be charged separately.

16. Confidentiality

The Provider will treat non-public Customer information, source documents, translations, attachments and communications as confidential.

They may be accessed and used only to the extent reasonably necessary for:

- assessing and processing the order;
- translation, revision and certification;
- communication with the Customer;
- delivery and support;
- security and fraud prevention;
- accounting and legal compliance;
- establishing, exercising or defending legal claims.

Information may be disclosed on a need-to-know basis to:

- translators and reviewers;

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- certifying persons;
- hosting, storage and technical-service providers;
- email and communication providers;
- postal and courier operators;
- apostille, legalisation and public authorities;
- professional advisers, insurers or auditors;
- competent authorities where disclosure is legally required.

Translators and reviewers engaged by the Provider must be subject to appropriate confidentiality obligations.

The Provider remains responsible for selecting and instructing its processors and must take appropriate steps to protect confidentiality and data security. Swiss data-protection guidance expressly states that outsourcing does not remove the controller's responsibility.

17. Documents, communications and artificial intelligence

The secure upload and messaging area should be used for source documents, translations, attachments and sensitive communications.

Ordinary email should preferably be used only for notifications and non-sensitive communications.

If the Customer chooses to send or receive sensitive documents through ordinary email, the Customer accepts the inherent transmission risks that remain outside the Provider's reasonable control.

The Provider may use computer-assisted translation, machine translation and artificial-intelligence systems as part of a controlled professional workflow.

Where such technology is used:

- access must be limited to what is necessary for the service;
- appropriate business confidentiality and data-protection settings must be used;
- certified deliverables must be subject to human review before issue;
- Customer documents must not be submitted to unrestricted publicly accessible consumer AI services;
- Customer documents must not be published or used by the Provider to train public general-purpose AI models.

Customer documents, translations and communications will not be sold or used as advertising or portfolio material without the Customer's express permission.

Any mandatory professional, official or statutory secrecy obligations applicable to a particular service remain unaffected.

18. Data protection and retention

Personal data, structured billing information, order evidence, messages, source files, deliverables, document verification metadata, payment status and immutable invoice snapshots are processed to perform the contract, secure the portal, issue documents and comply with legal obligations.

Files are stored privately with case-based permissions. Download links are short-lived. Public document verification reveals only limited non-document metadata such as code, status, version, case reference and SHA-256 fingerprint; it never provides the source or translated document.

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Retention and deletion follow the Privacy Notice accepted with the order. Issued invoices and legally required accounting records are preserved for the applicable statutory period and are not silently overwritten.

19. Subcontractors and third parties

The Provider may engage suitably selected independent translators, reviewers, certifying persons and technical-service providers.

The Provider remains the Customer's contractual counterparty for the agreed service.

The Provider may select or replace a translator, reviewer or subcontractor without Customer approval, provided that appropriate professional, confidentiality and data-protection requirements are maintained.

The Customer has no direct contractual claim against a translator, reviewer or subcontractor unless expressly agreed otherwise.

20. Intellectual property

After full payment, the Customer may use the final translation for the purpose reasonably contemplated by the order.

The Customer retains rights in the submitted source material to the extent that the Customer holds those rights.

The Provider retains all rights in:

- software;
- workflows;
- templates;
- certificate layouts;
- translation memories;
- terminology databases;
- glossaries;
- automation methods;
- general know-how;
- reusable materials not specific to the Customer.

The Provider may retain non-confidential terminology and general linguistic know-how, provided that neither the Customer nor the Customer's documents can reasonably be identified.

The Provider will not publish the Customer's documents or identify the Customer as a client without permission.

21. Unlawful or unauthorised use

The Customer must not submit documents or request services for the purpose of:

- fraud;
- forgery;
- impersonation;
- deception of an authority;
- unlawful alteration of evidence;

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- infringement of third-party rights;
- other unlawful conduct.

The Customer must not alter, separate or reproduce a certification in a manner that creates a misleading impression concerning the document certified or the scope of the certification.

The Provider may retain or disclose information where legally required or reasonably necessary to prevent or respond to fraud or other unlawful conduct.

22. Liability

The Provider is liable for direct loss caused by a failure to exercise the professional care reasonably required for the agreed service.

The Provider is not liable for loss caused by:

- inaccurate, incomplete or illegible source documents;
- inaccurate Customer information or instructions;
- ambiguities present in the source text;
- requirements not communicated before ordering;
- discretionary decisions of courts, authorities or other recipients;
- invalidity or deficiencies of the source document;
- alteration or misuse of the translation after delivery;
- failure by the Customer to review names, dates, numbers or transliterations;
- delay attributable to the Customer, an authority, postal operator, courier or technical provider;
- a deadline not expressly confirmed as guaranteed.

To the extent permitted by law, liability for ordinary or slight negligence is limited to:

- direct and reasonably foreseeable loss; and
- a maximum aggregate amount of CHF 2,000 per order.

A higher liability limit may be agreed in writing before the order is placed and may be subject to an additional charge.

To the extent permitted by law, liability for indirect or consequential loss is excluded, including:

- loss of profit;
- loss of opportunity;
- reputational damage;
- business interruption;
- immigration, employment, academic or procedural consequences that were not expressly accepted as part of the order.

The Customer must take reasonable steps to mitigate any loss and allow the Provider a reasonable opportunity to correct an alleged defect.

Nothing in these Terms excludes or limits liability for intent, gross negligence or any liability that cannot legally be excluded or limited. Under Article 100 of the Swiss Code of Obligations, an advance exclusion of liability for intent or gross negligence is void.

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23. Force majeure

The Provider is not liable for delay or non-performance caused by circumstances outside the Provider's reasonable control, including:

- serious technical failure;
- cyberattack;
- interruption of telecommunications;
- failure of hosting or cloud infrastructure;
- fire, flood or natural disaster;
- epidemic or public-health measure;
- war, civil disorder or governmental action;
- strike or transport disruption;
- failure or delay of a public authority;
- unexpected unavailability of an essential qualified specialist.

The Provider will take reasonable steps to limit the consequences and resume performance when reasonably possible.

24. Communications

The Customer agrees that contractual notices, order confirmations, questions, delivery notifications and other communications may be sent electronically.

The Customer must provide a valid email address and keep their contact information up to date.

The Customer is responsible for checking spam or junk folders.

A message is deemed delivered when sent to the email address or Customer account supplied, unless the Provider receives a technical failure notification.

25. Amendments

The version of these Terms accepted when the order is placed governs that order.

Amendments apply only to future orders unless:

- the Customer expressly agrees otherwise; or
- the change is required by mandatory law.

The Provider will retain or be able to reproduce evidence of the version accepted with each order. The Swiss SME Portal recommends retaining a full copy of the contractual terms applicable to each transaction.

26. Severability

If any provision of these Terms is invalid or unenforceable, the remaining provisions remain effective.

The invalid or unenforceable provision will be replaced, to the extent permitted by law, by the applicable statutory rule or by a valid provision that most closely reflects its lawful commercial purpose.

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27. Applicable law and jurisdiction

The contractual relationship is governed by substantive Swiss law, excluding its conflict-of-laws rules to the extent legally permissible.

For Customers acting for commercial or professional purposes, the courts at the Provider's domicile in Herisau, Canton of Appenzell Ausserrhoden, have exclusive jurisdiction.

For consumers, mandatory statutory places of jurisdiction and mandatory consumer protections remain reserved.

No provision of these Terms deprives a consumer of protections that cannot validly be waived in advance.

28. Language

These Terms may be made available in several languages.

Until otherwise expressly stated on the website, the English version is the controlling version in the event of inconsistency.

Once a controlling German version is expressly designated and published, the German version will govern future orders.

Mandatory legal rules concerning interpretation and consumer information remain reserved.