Confidentiality (Client Content)

This notice sets out our policy on confidentiality in the performance of work carried out on the instruction of clients and prospective clients.

Who We Are

Isarey Language Services Ltd.

20-22 Wenlock Road; LONDON N1 7GU; United Kingdom

Registered in England And Wales | Company No. 07079838

EMAIL: info@isarey.com

Definitions used in this policy

- **Client Content**

  All content and information disclosed to us by clients for the purpose of carrying out Contracted Work

- **Contracted Work**

  Translation, certification or other commercial work carried out on the instruction of clients and prospective clients

- **Personal Data**

  Any information relating to an identified or identifiable natural person.

- **The Client**

  For the purpose of this notice The Client means the natural or legal person who supplied us with the content for the purpose of obtaining information with the intention of carrying out commercial work on a pre-contractual basis, and subsequently means the natural or legal person who has contracted us to carry out commercial work in relation to said content.

Scope of this policy

Further to our privacy policies on the processing of personal data, this notice sets out our policy and commitment on confidentiality in the performance of translation, certification or other commercial work carried out on the instruction of clients and prospective clients.

Where there is any discrepancy between this Confidentiality Policy and our privacy policies as regards the processing of Personal Data, the provisions of our privacy policies prevail.

All content and information disclosed to us by clients for the purpose of carrying out Contracted Work will be considered as confidential information belonging to The Client, as specified below.

The obligations in this policy do not apply to information: (a) that was in our possession prior to disclosure by The Client; (b) is or becomes a matter of public knowledge through no fault, act or omission of Isarey; (c) is rightfully received by Isarey from a third party; or (d) is independently developed by Isarey.

Treatment of Client Content

The Client Content provided by the Client or by other parties on the Client's behalf shall be treated by Isarey, its staff and its contractors as confidential and Isareyshall take all reasonable and due care to protect it from unauthorised disclosure.

Isarey will use the information contained in Client Content solely for the purpose of performing tasks specifically contracted by The Client or for the purpose of pricing and providing other information required by The Client, and shall, within its own organisation, restrict access to Client Content to staff who require access to undertake performance of the Contracted Work.

Sub-contracting

In the event that, for the purposes of performing the Contracted work, Isarey sees fit to subcontract a third-party service provider (e.g. translation agencies, law firms, notaries etc), we are free to do so without restriction under this notice, making such disclosure of the Client Content as we deem necessary for the performance of the Contracted Work. In such cases, we will ensure that the contracted party is made bound to the same guarantees of confidentiality and non-disclosure as stipulated in this notice.

In the exceptional event that, for the purposes of performing the Contracted work, it is necessary to disclose Client Content to a third-party service provider or government agency which we are unable to make subject to the guarantees of confidentiality and non-disclosure as stipulated in the present policy, we will inform The Client accordingly, prior to disclosure and take all appropriate safeguards available to us. Where there is no feasible and reasonable alternative to said disclosure in order to complete the Contracted Work and where The Client prohibits this disclosure, the Contracted Work will be considered as "Cancelled by the Client" and the cancellation fees set out in the terms of conditions related to each order will apply.

Legitimate disclosure

Isarey is permitted to make disclosure of Client Content where such disclosure is necessary in order that Isarey is able to enforce settlement of any overdue and outstanding amounts payable by The Client in relation to the Contracted Work or where such disclosure is necessary to assert a rightful claim against the Client or associated party or to defend ourselves against any claim made against us by The Client or associated party.

Likewise, Isarey is permitted to make any disclosure of the Client Content, as it sees fit, where necessary to comply with a legal obligation or duty to which Isarey is subject in any juridstiction.

No disclosure occurring in accordance with this clause is to be considered as constituting or leading to a breach of confidentiality, including where disclosure is made without the Client's approval.

Guarantee of lawful content

The Client warrants that the Client Content does not contain any content that may be considered indecent, libellous, defamatory, an infringement of copyright or in any way unlawful, fraudulent or potentially harmful to Isarey. Isarey is permitted to make reasonable disclosure of any Client Content, as it sees fit, to the appropriate authorities or to third parties for the purpose of obtaining legal advice where it has grounds to suspect that content is in any way indecent, unlawful or indicative of unlawful conduct or intent.

Obligations to third parties

Except where otherwise explicitly agreed with The Client, Isarey assumes no obligation whatsoever under this notice in relation to any person or undertaking other than the Client, including where the Client has supplied us with unlawfully acquired content or content which it does not lawfully own or have rights to possess, distribute or disclose. The Client warrants that, in supplying content to Isarey, it is not in breach of any obligation of confidentiality to any third party.

Personal Data

The Client warrants that any personal data included in the Client Content has been lawfully obtained, processed and disclosed to us in full compliance with and in accordance with the European Union's General Data Protection Regulation ("EU GDPR") and other applicable data protection legislation, in particular any sensitive personal data, including personal data defined in the EU GDPR as "Special Category Data", personal data relating to criminal convictions and offences or related security measures and any personal data referring to children. Where Client Content contains Personal Data, The Client shall notify Isarey of this fact and confirm the lawfulness of its processing.

Nothing prevents Isarey from fulfilling lawful requests by Data Subjects (as defined in the EU GDPR) in exercise of their legal rights (Right of information and access to personal data), and under no circumstances will the disclosure of personal data to the respective Data Subject due to a lawful request constitute a breach of confidentiality. However, Isarey will seek to consult with The Client prior to responding to a request from a Data Subject and will ensure that any disclosure made is strictly limited to the Personal Data which relates to the Data Subject making that request.

Our Undertakings

Except as otherwise provided in this policy, Isarey undertakes that it shall not, without the express prior written consent of the Client:

- communicate or disclose any part of the Client Content to any unauthorised third party;
- make Client Content available or accessible to unauthorised third parties;
- directly or indirectly use (or allow others to use) the Client Content other than for the strict purpose of executing the Contracted Work;
- make any public announcement or disclosure in connection with the Contracted work.

Isarey undertakes to safeguard all Client Content in its possession using a reasonable degree of care and specifically:

- not to make or distribute any printed copies of the Client Content except as strictly necessary for executing the Contracted Work, to restrict access to any printed copies that are made, and to destroy printed copies in a secure manner as soon as they are no longer required;
- not to make more electronic copies than are strictly necessary for executing the Contracted Work and to irretrievably erase electronic copies when they are no longer required;
- not to make electronic transmission of the Client Content except as strictly necessary to enable performance of the Contracted Work, taking all reasonable steps to ensure that such transmissions are private, using secure encrypted connections;
- to only work on the Client Content in situations that are private and where public access is restricted;
- to take reasonable measures to ensure that access to all devices storing electronic copies of the Client Content is restricted to authorised personnel;
- to take reasonable measures to ensure that all devices used to transmit, store and process the Contracted Work are and remain free of viruses/spyware and other malware.

Breach Reporting

In the event that Isarey has any reason to suspect that any of the stipulations in this policy have not been fully adhered to, or has any reason to believe that any unauthorised party, by intent or otherwise, may have obtained or had opportunity to obtain access to the Client Content, we shall inform the Client without delay, giving full details of the situation, and we shall take and/or cooperate in such reasonable follow up/investigative action as the Client or the authorities deem necessary.

Maximum Liability

The maximum amount of damages payable by Isarey to The Client or any other party in respect of any and all liability resulting from breaches of confidentiality in violation of the undertakings made in this policy, whatsoever their cause, shall be limited to the demonstrated material damage caused to The Client as a direct result of the breach and shall not, under any circumstances, exceed €500 (five hundred euros) per client per breach of this policy by Isarey except where a different limit has been expressly agreed in writing prior to occurrence of the breach. For the purpose of this clause, an incident involving the compromise of confidentiality shall be considered as a single breach, regardless of the number of recipients or amount of content or information involved, and shall be considered as a single breach even if recurring, where recurrence occurs under similar circumstances, and regardless of its duration.

Exemptions due to Client

ISAREY will not be subject to any obligations under this policy and shall be held harmless from all claims with respect to the confidentiality of Contracted Work that is the object of overdue invoices or unjustified non-payment or where the clients is in breach of any obligation under this policy.

Additional Guarantees

Where The Client requires additional guarantees of confidentiality, these will be provided by means of a separate and specific written confidentiality agreement whose provisions will prevail over the provisions of this policy.

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