

## **Terms & Conditions for online translation services provided by LexLingo Ltd.**

LexLingo Ltd.  
Registered office:  
10 Batavia Mews  
London SE 14 6 EA

Registered in England & Wales, Companies House No. 07706035  
Company director: Marko Kleemann

LexLingo Ltd., herein after referred to as Translator and the client, herein after referred to as Client, hereby agree to the following terms & conditions:

### **1. Description of Services**

Translator will provide the agreed service(s) as detailed on the website and/or in submission confirmation.

### **2. Fee for Services**

Client agrees to pay the Translator's fee for the agreed service(s). Fees are outlined on the website, but may be subject to change prior to Client's approval.

First-time clients shall pay in half before the translation is started. For repetitive clients, special payment plans may be arranged.

Payments can be made either by wire (bank) transfer or Paypal. Translator reserves to right to postpone any delivery of documents if payment has been made only partially or funds have not been cleared successfully into Translator's account.

### **3. a) Contract**

A binding contract will come into force once the submission form has been completed, signed and send by the client and been received by Translator by either e-mail or post.

Alternatively, if no submission form is used, the contract will come into force once the order has been received via the online submission form on the website or via other means of communication, i.e. E-Mail, Fax or Post and has been confirmed to the client in writing by e-mail.

No contract will come into force if documents have been sent by mail (either electronically or by post) and have not been received by Translator. No liability for lost mail, electronically or by post, will be taken on behalf of Translator.

### **b) Cancellations or Withdrawal by Client**

Due to the non-returnable nature of translation services, no cancellation or withdraw by the client will be accepted under any circumstances once a contract has been established.

### **c) Delivery**

All contractual duties will be fulfilled once delivery of the translated documents has occurred. Delivery will have occurred when the documents have been received by Client by either e-mail or post.

### **4. Additional Fees**

Additional fees will be payable in the event the following additional services are required:

(a) Additional services are required because Client makes changes in the item(s) to be translated after the order form is submitted; or

(b) Translator is requested to make changes in the translation after delivery of the translation, because of Client's preferences as to style or vocabulary, and such changes are not required for accuracy; or

(c) Client requests delivery in a file format other than MS Word/PDF and/or format not agreed upon (e.g.: translation to match the same format existing in the original document).

#### **5. Client's Review of Translation**

Upon receipt of the translation from Translator, Client shall review it within 7 days after receipt and, if necessary, notify Translator of any requested corrections. Translator shall correct, at no cost to Client, any evident errors which were made by the translator.

However, no errors will be corrected which are merely stylistic and not manifestly erroneous.

#### **6. Confidentiality and Non-Disclosure**

All knowledge and information expressly identified by Client in writing as confidential which Translator acquires during the term of this agreement regarding the business and products of Client shall be maintained in confidentiality by Translator and, except as expressly authorized by Client in writing, shall not be divulged or published by Translator and shall not be authorized by Translator to be divulged or published by others. Confidential information for purposes of this paragraph shall not include information which is or becomes available to the general public, provided the disclosure of such information did not result from a breach by Translator of this paragraph.

However, Translator may disclose your confidential information to the extent that it is required to do so by law, in connection with any legal or arbitration proceedings, or in order to establish, exercise or defend its legal rights under this agreement and applicable law.

#### **7. Property and Copyright**

Upon Client's completion of payment in full provided herein, the translation rights of the item(s) agreed upon shall be the property of Client. Translator holds and retains copyright of translation until full payment of its services has taken place. Client will obtain translation rights of material prior to publication or any use of the translation. Translator has no obligation to take any steps to protect any copyright, trademark or other right of Client with respect to the translation. Notwithstanding the foregoing, Translator shall have the right to retain file copies of the item(s) to be translated and of the translation, subject to the provisions of par. 6 above.

#### **8. Indemnification and Hold Harmless by Client**

Client agrees to indemnify and hold Translator harmless from any and all losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees) which Translator may incur based on information, representations, reports, data or product specifications furnished, prepared or approved by Client for use by Translator in the work performed under this Agreement.

#### **9. Changes by Third Parties**

Translator shall not be responsible whatsoever as to any changes in the translation made by persons other than Translator.

#### **10. Translator's Limited Liability**

Indemnification recourse for loss or damage caused by the use of the Translator's services is limited to the fee paid for the translation service(s). Translator shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use

of or reliance on any of the services provided by Translator, unless caused negligently by Translator.

**11. Governing law**

This Agreement shall be governed by the laws of England & Wales.

**12. Complete agreement**

This form and the quote presented by the Translator are the complete agreement of the parties as to the subject matter hereof. Any changes in this Agreement must be agreed upon between both parties.