

# General Terms and Conditions

of the lengoo GmbH (hereinafter “lengoo”)

## § 1 – General Conditions

The following General Terms and Conditions (for translations) govern the contractual relationship between the lengoo GmbH (Poststraße 4-5, 10178 Berlin, Germany, represented by the Managing Directors Christopher Kränzler and Philipp Koch-Buettner), hereinafter referred to as “lengoo,” and the customer in the version valid at the time of order submission. For the purpose of this agreement, “customers” include both natural and legal persons.

The General Terms and Conditions apply to lengoo’s entire business transactions and dealings with lengoo’s customers. The application of all contrary terms of agreement, business, purchasing, and delivery by the customer is hereby expressly contradicted, unless lengoo explicitly acknowledges such additional terms in the individual case. The customer accepts the General Terms and Conditions with the placing of an order and the General Terms and Conditions apply for the entire duration of the business relationship, even if the conditions are not expressly referred to in acceptance of subsequent orders. The conditions also apply to all future transactions between lengoo and the customer.

lengoo provides a platform for the realization of translation services. lengoo is the operator of the platform and offers its clients the opportunity to translate texts on the platform against payment.

The use of the platform requires registration. Registration is only possible for legal persons and adult natural persons, who have unlimited legal capacity. The registration of a legal person may only be performed by an authorized natural person who must be known by its name.

## § 2 – Conclusion of Contract

lengoo makes an offer to create a translation on the basis of information, data and documents submitted by the customer. With acceptance of this offer, the translation contract between the customer and lengoo is concluded.

Only texts shall be translated. If the text to be translated contains images (including but not limited to screenshots, graphics, etc.), the translation of these parts or of the text as a whole may be rejected by lengoo. The translation of a portion or all of a text may also be rejected by lengoo if texts contain unlawful content, are contrary to public morality or the complexity exceeds the qualification of the translators available to lengoo, or if in other special circumstances a processing of the text is unreasonable for lengoo; for example, if the translation of the text in the period specified by the customer appears unreasonable due to the difficulty and/or the scope of the submission. No payment will be requested for a rejection.

Although lengoo is entitled to make use of appropriate and verified third-parties for the provision of the translation service, the contractual relationship of the customer is exclusively with lengoo.

### **§ 3 – Scope of Services**

lengoo creates the translation according to the agreed terms. lengoo commits to translate or to have a third party translate a text provided by the customer appropriately and professionally in the agreed upon target language and further lengoo commits to ensure that the translation is conducted without cuts, additions, or other substantive changes. Translations are conducted literally or mutatis mutandis and true to intent according to the standards generally accepted in the field of translation of the respective language area and according to the meaning of the original text.

An individual terminology introduced by the client is taken into account only if an appropriate agreement has been made and if sufficient and complete documents, e.g., preliminary translations or word lists are provided with the placing of an order. Technical terms are otherwise translated in accordance with the listed standards.

For rush orders, which require a division of the service among several employees, no guarantee can be given for a consistent terminology. Creating and extending a terminology list or a glossary are not part of the contract, unless something else has been agreed upon in writing as part of the offer. Delivery dates are only binding if they have been expressly agreed upon by the parties. In the case of force majeure or other circumstances for which lengoo cannot be held responsible, the deadline will be extended accordingly. If the customer wants the translation in a particular style or for a particular purpose (e.g. publication or advertisement), he must provide explicit information, glossaries, style and text specifications for the text when placing the order. If the customer does not disclose the intended use of the translation and does not provide explicit information, he may not demand compensation for damages caused by the fact that due to a translation error or a poor adaptation the intended usage failed, must be repeated or is potentially delayed.

### **§ 4 – Conditions of remuneration and payment**

Unless otherwise agreed, lengoo bills the customer for the agreed services at their respective valid rates and conditions plus the statutory value-added tax if applicable. All payment must be made in Euro currency with discharging effects and within the payment procedures provided by lengoo. as long as no other currencies are expressly agreed upon. In the case of applying currencies other than the Euro currency, lengoo reserves the right to make appropriate price adjustments in order take into account the currency exchange rate.

The amount of compensation to lengoo is usually calculated in the form of word-based billing, as well as based on other factors including the language combination, difficulty, specialist field of translation, delivery period, or as a lump sum.

Customers will be provided with a copy of their invoice at the conclusion of the service. Invoices, order breakdowns and vouchers shall be provided in electronic form only.

We offer payment by credit, debit card, Paypal and invoice. However, we reserve the right to offer less than our full range of payment options.

Payments are to be made within fourteen days after the date of issue of the invoice, as specified on the invoice, at the latest.

Bank charges for payments from abroad are exclusively at the expense of the customer and can be retroactively invoiced to the customer by lengoo.

In the case of delay in payment, lengoo is entitled to demand default interest amounting to 8 to 9 percentage points above the applicable rate per annum (9 percentage points for transactions between businesses after July 28, 2014). lengoo is entitled to assert a larger damage for delay and/or

other claims. The translation and the rights associated therewith (usage and exploitation rights) belong to lengoo until full payment by the customer.

### **§ 5 – Acceptance, Complaints and Rectification**

The customer must check the delivered translation for faults without delay. lengoo is to be notified in writing about obvious faults in the translation immediately upon the customer's receipt of the translation. Hidden faults are to be pointed out immediately after their discovery.

Should the translation deviate from the contractual requirements, the customer shall set a reasonable deadline for lengoo to rectify the translation. A rectification of faults is excluded if the deviation was caused by the customer himself, e.g. by giving incorrect or incomplete information or erroneous original texts.

After the expiration of the deadline, the customer can demand the rescission of the contract or a lowering of the compensation (reduction), given that the fault was not removed in time. The demands are excluded if the reduction in value or suitability of the translation is negligible.

### **§ 6 – Liability, Warranty and Limitations**

lengoo is unrestrictedly liable in the case of the injury to life, body, or health. In a violation of contractual obligations (cardinal duties), lengoo is liable also in the case of negligence; then, however, limited to typical, predictable damage. Cardinal duties are such contractual obligations which need to be fulfilled in order to make the proper execution of the contract in the first place; and on which the customer regularly and justifiably relies. Typical, predictable damages are those that fall under the protective purpose of the respectively violated contractual or legal norm. In particular the liability for consequential or financial losses is excluded. In addition, the liability of lengoo is limited to intent and gross negligence. The foregoing limitations of liability also apply to the bodies and vicarious agents of lengoo.

Unless explicitly agreed in writing, lengoo does not assume responsibility that the respective translation is qualified or suitable for the intended purpose of the customer. This particularly applies in the case that the translation is published or used for advertisement purposes. Through its translation work, lengoo is exempt from any liabilities for breach of copyright by the customer or third parties.

### **§ 7- Termination or Cancellation of the Order**

The customer can cancel the order at any time up to completion. If a placed order is canceled by the customer after the order has already been given to a translator, a cancellation fee of €20.00 will be charged. If translation has already begun at the time of cancellation, additionally to the cancellation fee the customer will be charged according to the degree of the respective completion. In any case, the customer will be charged at least 40% of the order value.

lengoo shall maintain an internal copy of all translation work product as well as of the data provided by the customer for archival purposes, unless the customer explicitly demands the deletion of his personal data or the text that was delivered by him for translating.

## **§ 8 - Rights of Use**

The customer is entitled to utilize the translations that were provided by lengoo, unlimited in terms of time, space and content (simple utilization and exploitation right). Included is the right to alter and retransmit the translation and the associated rights to third parties. For the purpose of improving its services (e.g. calibrate the prediction of processing times or improve machine translation and machine learning systems), lengoo may use the customer's translation work internally. In this case, lengoo will never disclose the customer's identity or confidential information, and will not make the translations publicly available.

## **§ 9 – Confidentiality**

lengoo will keep all information about customers and issued documents and materials received in the scope of the contract relationship in confidence. lengoo is committed to neither use nor exploit or pass the aforementioned material onto third parties without the express consent of the customer in writing, unless otherwise required in the performance of the contract. The transfer of materials to third parties for the purpose of translation is permitted. lengoo is committed to oblige these third parties to maintain confidentiality.

## **§ 10 - Right of Set-Off, Retention and Assignment Prohibition**

The customer can only set-off the claims of lengoo with undisputed or legally established claims. The customer is entitled to assert a retention right only for those counterclaims which result out of the same contractual relationship. The assigning of rights out of this contract is inadmissible without prior consent of lengoo.

## **§ 11 – Enticement Prohibition**

The customer commits himself to not entice or hire any translators working at or for lengoo without consent of lengoo throughout the duration of, and for a time period of one year after the end of the contractual relationship between lengoo and the customer. For every case of culpable non-compliance, the customer commits himself to pay a contractual penalty to be determined freely by lengoo and court verifiable.

## **§ 12 – Final Provisions**

Ancillary agreements, assurances and other agreements as well as amendments and additions to the contract must be in writing to be effective. The same applies for the waiver of this written form requirement.

Place of execution for all contractual services is the business domicile of lengoo, currently Karlsruhe, Federal Republic of Germany. Contracts are subject only to the law of the Federal Republic of Germany with regard to their conclusion and in all of their effects. For commercial customers, the business domicile of lengoo is considered the place of jurisdiction for all legal disputes arising out of this contractual relationship. This also applies in the event the customer does not have a legal

domicile in the Federal Republic of Germany, or his domicile or place of habitual is not known at the time the action is filed.

These General Terms and Conditions provided in this English version are solely for informational purposes. lengoo does not assume any guarantee for the validity of law in the English-speaking language area.

As of: May 2018