

# General Contractual Terms And Conditions

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These general contractual terms and conditions govern the relationship of supply of services of the linguistic industry between You and BalticLinguaAlliance OÜ, based in Tallinn, Vesivärava tn 50-201, VAT No. EE102173754 ('Gettranslation'), as well as your use of the platform prepared by Gettranslation allowing You to manage translation services ('Platform'), which can be accessed on the website <https://app.gettranslation.io> ('Website').

Gettranslation reserves the right to modify, in whole or in part, these general terms and conditions at any time by giving a notice of at least 7 days through the Website; should the methods of managing the services significantly change. You are therefore required to periodically visit the Site, in order to always be informed about the applicable conditions. You will have the right, without any additional charge or cost, to withdraw from the contract within the next 7 days from the publication of the modifications to the general terms and conditions on the Site, it being understood that the use of the Platform or the provision of services by You, following these modifications, involves the tacit acceptance of the same.

## Definitions

For the purposes of these general terms and conditions:

'Account' means the account created by you, upon registration on the Platform;

'CAT Applications' are third-party computer-assisted translation applications, such as Trados, Trados Studio, Google Translator Toolkit, My Memory, IBM Translation Mgr, etc .;

'Payment cycle' means the period from the fifth to the tenth day of each month during which Gettranslation pays the fees invoiced by the translators during the previous month;

'Clients' are the natural persons, companies or public administration bodies that contact Gettranslation for the translation, general or sworn, of their documents or for the interpretation service;

'Language combination' is the combination of source and target languages, in which You wish to work, where the target language must be your native language;

'Access credentials' means the user name and password chosen by You while registering your Account;

'Force Majeure Event' means any circumstance or emergency of an exceptional and/or catastrophic nature, which makes it impossible or illegal to carry out the Service in favour of the Client on behalf of Gettranslation;

'Other linguistic services' means all translation-related services that may be required by the Client in addition to the Services. By way of non-exhaustive example, the following fall under Other Linguistic Services:

- **Light post-editing**, i.e. the translation of a document through the use of automatic translation systems which the translator revises in order to correct only relevant errors;
- **Subtitling**, i.e. the translation and overlay of subtitles for videos;
- **Dubbing**, i.e. the recording of speech in videos to a language that is different from the original one;
- **Transcription**, i.e. typing handwritten text or transcription of audio material;
- **Copywriting**, i.e. the production of advertising content in multiple languages;
- **Desktop publishing**, i.e. the set of procedures and techniques for creating, publishing and producing publishing products.

'**Specialised subjects**' are the linguistic sectors in which You declare to possess an expertise both in the source language and in the target language;

'**Gettranslation Network**' means the network of translators from which Gettranslation will be able to select the most suitable resources to assign a Project to;

'**Account management page**' means the panel placed at your disposal by Gettranslation and usable through the Site, through which You can view the assigned jobs ('My Jobs'), create and set up invoices, set up the method of payment ('Payment'), change your personal information and profile options ('Options');

'**Parties**' shall jointly mean, You and Gettranslation;

'**Public Profile**' is the public page dedicated to you, which can also be reached directly through the most common search engines, containing information relating to your translator profile (e.g. name, Linguistic Combinations and Specialised Subjects);

'**Project**' means the job within the scope of the Services commissioned by the Client to Gettranslation, which, in turn, will assign it by outsourcing it to a translator in the Gettranslation Network, who is considered the most appropriate;

'**Services**' means the linguistic services offered by Gettranslation to its Clients through the translators of the Gettranslation Network, such as the translation services, general and sworn, Light Post-Editing, interpreting and related services (such as desktop publishing service, HTS);

'**Delivery Deadline**' means the deadline indicated in the Letter of Assignment by which the commissioned activity must be completed.

## **Description of the platform**

- The Platform allows You to use an Account through which You will be able to manage the translation jobs that will be commissioned by Gettranslation based on the preferences set by You at the time of registration as well as on some criteria relating to your previous experience, the chosen linguistic combinations, your Specialised Subjects, the quality of your previous works, the degree of Client satisfaction, your on-line availability in real time, the percentage of jobs accepted and completed within the established deadlines ('**Criteria of assignment**').
- In particular, through the Platform You can (a) view the translation offers addressed to you, (b) generate and send your invoices to Gettranslation, set and/or modify the

payment method through which You wish to receive your compensation; (d) modify the information provided when registering on the Platform.

- By joining the Platform, You will create a Public Profile, which You can make visible to the public, through third-party search engines as well. You can decide to make your profile non-public by clicking on the appropriate box in the 'Options' tab of the Account Management Page.

## Registration of the platform

- To join the Gettranslation Network, You will need to register on the Platform. The creation of an Account will entail the reading and acceptance of these general terms and conditions by you, as well as the approval of the unfair terms referred to below.
- Upon registering on the Platform, You will be asked to choose your Credentials from the list to access and fill out a preliminary questionnaire relating to your experience as a translator, the types of Services You intend to offer (including all the other linguistic services and the applied rates), the linguistic Combinations chosen by You and your willingness to participate in tenders. Gettranslation will also ask You for some information regarding your educational qualifications, any other certifications in your possession and your previous work experience.
- By accepting these general conditions, You undertake not to transfer even temporarily to third parties and to keep these Credentials with the necessary care, diligence and secrecy under your own responsibility, these being the only means to identify You and to validate your access to the Platform. All acts performed through the use of these credentials will be attributed to You and will have binding effect on you.
- By accepting these general conditions, You guarantee that the information provided during the registration process, or even at a later stage, is complete and truthful and undertakes to keep Gettranslation free and exempt from any damage, indemnity and/or penalty arising from and/or in any way related to the violation of the provisions of this article 3 by you.

## Assignment of the task

- By accepting these general conditions and creating an Account, You enter the Gettranslation Network and therefore, authorise Gettranslation to analyse your competences and performances based on the Criteria of assignment in order to generate a list of translators belonging to the Gettranslation Network, best suited for the single Project. Subsequently, the Gettranslation contact person for the individual Project, in their total and complete discretion ('Project Manager') will choose the translator to whom the Project will be assigned within this list. It is understood that the assignment of the tasks is at the full discretion of Gettranslation, regardless of the outcome of the evaluation carried out pursuant to this article.
- If a Project is assigned to your, the Project Manager will send You a proposal to complete the Project ('Purchase Order'). With the acceptance of the Purchase Order, which should reach Gettranslation within the time frame established from time to time according to the Project schedule, under penalty of the offer being withdrawn, You undertake to provide the service assigned to You according to the best professional and qualitative standards and within the terms indicated in the Purchase Order.

## Common provisions

- In the performance of the Service, You undertake to avoid behaviour and/or acts that may damage the reputation of the Clients for whom the Service is being provided and/or Gettranslation.
- The Services will be carried out by You in complete autonomy, with no subordination, time or site restrictions, without prejudice to your obligation to use the Platform for the management of the Projects entrusted to You and to comply with the commitments made in accordance with these general terms and conditions.
- You are expressly prohibited from contacting the Client for whom You are carrying out the Activity (as defined below) outside the Platform, even for purposes related to the Project, unless authorised by Gettranslation.
- On accepting the present contract conditions, You acknowledge that the obligations under this article 5 and the following articles 6, 7 and 10 are to be considered essential and, therefore, a violation, even if only suspected, of only one of its provisions by You will result in the immediate termination of this contract by Gettranslation, except in case of payment of penalties provided and the right to compensation for further damages.

### Specific provisions for translation and revision

- By accepting the assignment, You undertake to perform the translation and/or revision, including any other linguistic services, for the document assigned to You in the Linguistic Combination chosen by the Client ('**Translation Activity**').
- Once the translation activity has ended, You will be asked to confirm that the work has been done according to the best professional and quality standards have re-read the text and made the necessary corrections. You undertake to make yourself available for the four hours following the submission of the document on the Platform, in order to make the corrections that may, from time to time, become necessary for the translation You have produced.
- In accordance with article 5.1 letter e) of the Appointment as Data Processor, which is an integral and substantial part of these general conditions, You undertake to destroy and/or delete from any medium any hard copy and/or computerised copy of the documents related to the Project in the event that they contain personal data of the Client or third parties, and not later than 6 months from the delivery of the last work entrusted to them through the Platform. As an alternative to deletion, the document must be anonymised giving evidence of such proceeding to Gettranslation.

### Specific provisions for sworn translation

- If You have offered to provide sworn translation services and Gettranslation has assigned You a sworn translation, in the manner described in the previous article 4 , with the acceptance of the Purchase Order You declare and guarantee to be in possession of any authorisation required by the legislation in force in the jurisdiction in which it is being provided for the purpose of carrying out the sworn translation activity (as defined below) and commit to hold Gettranslation harmless from any damage, including lost profits, that You may suffer as a result of your violation of this article.
- Before sending You the Purchase Order, the Project Manager may contact You to ask You for information about the sworn translation and/or shipping costs generally applied in the jurisdiction in which You are located. If the Project Manager already has such information, they can still contact You to verify its correctness. The sworn and/or shipping

costs You quantified will be added to the Purchase Order as a compensation item to You that is due for the activity of sworn translation (as defined below).

- With the acceptance of the Purchase Order, You undertake to carry out the translation of the assigned project according to the best professional and qualitative standards and within the terms indicated in the Purchase Order, as well as to carry out any further activity required by the legislation in force in the jurisdiction in which You are located in order to guarantee the correctness of the translation (e.g., signing or asserting with the Court) ('Activities of sworn translation').
- As part of the sworn translation activity, You undertake to have all the original documentation couriered to the Client's address, which will be communicated by to you, within the Deadline for by Gettranslation upon acceptance of the assignment by you. You undertake to destroy and/or delete from any medium, any hard copy and/or computerised copy of the documents relating to the Project within the time period communicated to You by Gettranslation from time to time and in any case not later than 6 months from submission of the work.

## Withdrawal from assignment

- If You communicate to Gettranslation, your withdrawal from the assignment, once half of the time provided for the delivery has elapsed and, if at the time of the withdrawal, You have not translated any part of the document or the part of document You translated is of a quality that renders it unusable, Gettranslation may apply a penalty of up to 100% of the remuneration that would have been due for the Translation or Sworn Translation Activity ('Penalty for withdrawal from assignment'), apart from demanding compensation for any further damage. The Penalty for withdrawal from assignment will be applied through the issue of a new Purchase Order which will take into account the penalty or through the issue of a specific invoice in accordance with applicable legislation. In the latter case, the penalty must be paid within and no later than the term indicated on the invoice. The Penalty for withdrawal will not be applied if the renunciation over the term indicated in this article has been due to a Force majeure event.
- If, at the time of the waiver, whether this occurs before or after half of the delivery time has expired, You have translated a part of the document and the translation is of a quality that allows its use without the need for any revision or correction, Gettranslation will pay You a reduced fee, based on the translation or sworn translation activity that You actually performed and depending on whether the communication of your waiver has been received by Gettranslation before or after half of the estimated time for delivery. The amount due to you, in both cases, may be subject to a penalty up to 100% of the compensation indicated in the Purchase Order.

## Late delivery

- If You have delivered and/or provided the translation with a delay of more than 20% with respect to the Deadline and this delay is directly or indirectly attributable to you, the Gettranslation Project Manager may apply a penalty proportional to the extent of the delay up to an amount equal to 100% of the agreed sum for the work delivered late ('Penalty for late delivery').
- The Penalty for late delivery can be compensated with the fee You may have accrued due to the work done.

## Specific provisions for interpretation

- If You have expressed your intention to offer the interpretation service when registering on the Platform, Gettranslation shall apply the same methods as provided in the previous article 4 for compensating You for interpretation projects.
- The interpreting activity may consist of simultaneous interpretation of the speech from inside a booth, consecutive interpretation or whispered interpretation (also known as chuchotage) ('**Interpretation activity**').
- In the Letter of Assignment, the interpretation methods requested by the Client as well as the days and the place where the service will be performed will be communicated. By accepting the Letter of assignment, You undertake to go to the place communicated to You and to remain there for the time requested. You also undertake to perform the interpretation according to the best professional and quality standards.
- In case a travel for one or more days is required, Gettranslation will reimburse You for the boarding and lodging expenses incurred during the time strictly necessary for the execution of the Interpretation Activity provided these expenses are duly documented and have been previously authorised by Gettranslation.
- If You communicate to Gettranslation your withdrawal from the assignment once half of the time provided for the performance of the service has elapsed, Gettranslation can apply a penalty to the extent of a maximum of 20% of the remuneration that would have been payable to You for the interpretation activity, with the possibility of compensation for any further damage. The penalty to be applied by issuing an invoice in accordance with applicable regulations and must be paid not later than the deadline indicated in the same invoice. The penalty will not be applied if the withdrawal beyond the term indicated in this article is caused by a Force Majeure Event.

## Confidentiality

- By accepting the Letter of Assignment, You undertake to keep all the information contained in the documents relating to the Project assigned (hereinafter '**Confidential Information**') to You strictly private and confidential and to take any measures that may be necessary in order not to compromise the confidentiality of such information. In particular, You undertake not to disclose, in any case, such Confidential Information, in whole or in part, to third parties and to use the Confidential Information for the sole purpose of performing the translation and any subsequent revisions.

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## Obligations and responsibilities of Gettranslation

- Gettranslation undertakes to maintain and manage the Platform using the best expertise available to ensure efficiency of the Platform. In particular, Gettranslation undertakes to monitor the normal and continuous operation of all the technical supports necessary for the performance of the service, limiting the interruptions, suspensions, malfunctions and any technical problems that may arise as far as possible, it being understood that the platform is provided 'as is' and without guarantees of any kind. In this regard, Gettranslation cannot be held responsible for any damage including, but not limited to, indirect, consequential, special, incidental damages, for any damage and/or anomalies that may occur and which are beyond the technical control of Gettranslation, such as, by way of example, malfunctions in the management of telematic networks or malfunctions due to defects in the means necessary to access the Platform or due to an improper use thereof.
- Gettranslation, pursuant to current legislation, is exclusively liable for damages of a contractual nature when these constitute an exclusive, immediate and direct consequence of intentional or grossly negligent acts in the performance of the service contemplated in these general terms and conditions.
- In no case will Gettranslation be held liable for any lost earnings or profits that may be caused due to malfunctioning of the Platform. The exclusion of liability provided here does not apply in the event of fraud or gross negligence on the part of Gettranslation.
- Gettranslation does not offer any guarantee with regard to the possibility of being assigned the Projects, since these are offered to translators only after evaluation of the Assignment Criteria, based on a discretionary choice of the Gettranslation cannot, in any case, be held responsible for the failure to offer projects.

## Invoicing

- For each Project completed by You, You will be asked to issue a regular invoice or other equivalent financial document ('Invoice') according to the Rates set by You for the Language Combination for which the translation/interpretation was performed. The Invoice must be issued exclusively through the 'Payments' tab of the Account Management Page, by following the instructions provided there.
- Gettranslation shall make the payment for the previous month during the Payment Cycle and according to the Payment Method chosen by You. You will not be able to issue or upload new Invoices during the Payment Cycle. You can issue an Invoice for the fees accrued during the Payment Cycle at the end of that period.

## Payments

- If the Payment Method chosen by You is wire transfer to Estonia or to a SEPA country, Gettranslation shall not make payment for an amount less than EUR 10.00 (ten/00). Such small amounts will be combined with the fees accrued in the following months and will be credited to reach the threshold of EUR 10.00 (ten/00) and shall be paid during the first Payment Cycle upon reaching this threshold.
- If the Payment Method chosen by You is wire transfer to a non-SEPA country, Gettranslation shall not make payment for an amount less than EUR 50.00 (fifty/00). Such small amounts will be combined with the fees accrued in the following months and will be credited to reach the threshold of EUR 50.00 (fifty/00) and shall be paid during the first Payment Cycle upon reaching this threshold.

- The payment to a PayPal account is not subject to the achievement of any minimum threshold for payment purposes.
- Gettranslation accepts no responsibility for any errors or delays in the payment of invoices due to incorrect entry of bank details by You. If You have chosen to receive payments via PayPal, Gettranslation accepts no responsibility for unsuccessful payments due to geographic restrictions that do not allow interoperability with your PayPal account. Therefore, before choosing PayPal as a Payment Method, You must check that the PayPal conditions applicable in your country do not restrict the execution of cross-border transactions.

## **Duration, withdrawal and termination**

- The contract is considered concluded at the time of acceptance of these general terms and conditions.
- These general terms and conditions have an indefinite duration. Each party may withdraw from this contract by notifying the other party by e-mail. It is understood that if You communicate your withdrawal during an on-going Translation, Sworn Translation or Interpretation Activity, You will still be required to complete the activity according to the terms indicated in the Letter of Assignment.
- In all cases of non-fulfilment of the obligations laid down in these general terms and conditions, Gettranslation reserves the right to terminate the contract by sending a written notice to the e-mail address of the Translator provided during registration, without prejudice to the right to compensation for damages and any other measure provided by law or by these general terms and conditions.
- is understood that if You communicate your withdrawal during an on-going Translation, Sworn Translation or Interpretation Activity, You will still be required to complete the activity according to the terms indicated in the Letter of Assignment.
- In all cases of non-fulfilment of the obligations laid down in these general terms and conditions, Gettranslation reserves the right to terminate the contract by sending a written notice to the e-mail address of the Translator provided during registration, without prejudice to the right to compensation for damages and any other measure provided by law or by these general terms and conditions.

## **Intellectual property rights**

- By accepting these general conditions and unless agreed otherwise, You assign and transfer definitively and perpetually to Gettranslation and the Client the intellectual property rights of the translation You have performed, which may be used by Gettranslation itself and by the Client for any purpose whatsoever and without any limitation, including commercial exploitation.

## **Communications**

- Unless otherwise specified, any communication relating to the supply relationship between You and Gettranslation may also be sent by e-mail.

## **Miscellaneous provisions**

- These general terms and conditions and the related documents constitute the entire agreement between You and Gettranslation and replace all previous agreements,



whether written or oral, expressed or implied. No modification of these general terms and conditions will be effective and binding if not made in writing.

- You hereby authorise Gettranslation to assign or transfer this contract as well as the rights and/or obligations and/or personal data relating to or connected with it to third parties.
- If any provision of these general terms and conditions becomes illegal, invalid or otherwise unenforceable under the law of any jurisdiction, this will not affect the legality, validity or enforceability of any other clause of these general terms and conditions.

## **Personal data**

- Gettranslation guarantees that it shall process the personal data in compliance with the current relevant regulations. The privacy policy is to be considered an integral and substantial part of these general terms and conditions and is accessible in the 'Privacy' section of the Website.
- The performance of the Translation Activity on behalf of the Clients involves the processing, by You, of the personal data owned by Gettranslation. In order to enter the Gettranslation Network and carry out the Translation Activity, it is therefore necessary that You expressly accept the appointment as data processor pursuant to article 28 of the EU Regulation 2016/679. The appointment deed is attached to these general terms and conditions and constitutes an integral and substantial part thereof.
- If You reside in a country that is not an EU member state with respect to which an adequacy decision has not been taken by the European Commission, You also undertake to sign with Gettranslation the standard contractual clauses attached to these general terms and conditions and which constitute an integral and substantial part thereof.

## **Applicable law and court of jurisdiction**

- These General Terms and Conditions are governed by and interpreted in accordance with Estonian law.
- The resolution of any dispute or matter arising from, or connected with, these general terms and conditions, as well as the Appointment as Data Processor and the standard contractual clauses, shall be referred to the exclusive jurisdiction of the Court of Tallinn.