



# Terms and conditions

Version 2.1



Simply Translate  
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## Definition

In these General Terms & Conditions under 'the translation agency' is meant: Simply Translate B.V., situated at Prins Hendrikkade 170-3, 1011 TC Amsterdam.

## Article 1 – General

These general terms & conditions apply to all legal matters between the translation agency and the client, excluding the general terms & conditions used by the client, unless the translation agency has agreed to those in writing.

## Article 2 – Quotes and creation of the agreement

2.1 General offers and pricing by the translation agency are non-binding.

2.2 Pricing and given time-periods can always be recalled in case the translation agency has not been able to view the text to be translated or changed before the pricing. The agreement is created by written or verbal acceptance of the translation agency quote by the client, or – in case no quote has been provided by written confirmation by the translation agency of an assignment provided by the client.

2.3 The translation agency may consider their client to be the person that has provided the assignment to the translation agency, unless he has expressly made known to be handling in assignment, name and payment of a third party, given that the name and address of the third party have been provided to the translation agency at the same time.

2.4 Agreements made and confirmations done by representatives or employees of the translation agency only bind the translation agency after the express written confirmation by the translation agency.

2.5 In case the translation agency has reasonable doubt the client will be able to adhere to his payment obligations, the translation agency is legally allowed, before executing the assignment or continuing the execution thereof, to request sufficient security from the client.

## Article 3 – Modification and termination of assignments

3.1 In case the client makes modifications other than those of a small nature after the agreement has been created, the translation agency is allowed to change the delivery period and/or the fee or to refuse the assignment. In case of the last option, the client is still required to pay the fee for the already performed part of the agreement, and that stipulated in section 3 of this article will apply.

3.2 In case an assignment has been canceled by the client, the client is required to pay the full fee for the part of the assignment already performed. Furthermore, the client, if applicable, needs to pay a remuneration, based on an hourly tariff, for previously performed research for the remaining part of the assignment. The translation agency will provide the already performed work to the client if requested. The translation agency will, in that case, not be responsible for the quality of the work delivered.

3.3 In case the translation agency has reserved time for the execution of the cancelled assignment, the translation agency may request a remuneration of 50% of the fee for the non-executed part of the assignment from the client.

## Article 4 – Execution of assignments and confidentiality

4.1 The translation agency is required to perform the assignment to her best knowledge and ability, taking into account the client-specified goal for the text to be translated or worked

upon by the translation agency.

4.2 The translation agency will handle the information provided by the client confidentially for as far this is possible in relation to the execution of the assignment. The translation agency will require confidentiality from her employees as well. The translation agency is not liable for employees breaking this confidentiality in case the translation agency can show she could not reasonably have avoided the violation.

4.3 Unless expressly agreed on the contrary, the translation agency has the right to (partly) have the assignment performed by third parties, undiminished the responsibility of the translation agency for the confidential treatment and solid execution of the assignment. The translation agency will require confidentiality from the named third parties. The translation agency is also not responsible for violation of the confidentiality agreement by third parties in case she could not reasonably have avoided the violation.

4.4 The client is required, on request and if possible, to provide extra information regarding the content of the text to be translated and, in case available, to provide relevant documentation and terminology to the translation agency. Sending of this information happens on the account and responsibility of the client.

## Article 5 – Delivery period and time of delivery

5.1 The agreed upon delivery period is a target period, unless something else has been agreed upon, expressly and in writing. As soon as the translation agency knows or expects that timely delivery will not be possible, the translation agency is required to immediately inform the client.

5.2 With contributable violation of the expressly written agreement regarding the delivery period by the translation agency, the client is legally allowed to the one-sided termination of the agreement, if the execution of the assignment cannot be reasonably waited for any longer. The translation agency is not required to pay any financial remuneration in that case. This termination leaves undiminished the requirement of the client for payment of the already executed part of the assignment.

5.3 The delivery is thought to have taken place at the time of sending. As time of sending is taken the moment of post-delivery, delivery to the courier, or with electronic sending (fax, e-mail, modem, FTP, etc.) the moment at which the medium has completed the sending.

5.4 Regarding the execution of the agreement by the translation agency, the client is required to do all that what is reasonably necessary or required to ensure the possibility of timely delivery by the translation agency.

5.5 The client is required to lend his full cooperation to the delivery of that stipulated in the agreement with the translation agency. The client will also be violation, without being sued, if he refuses to receive the completed assignment, in which case that stipulated in article 6.5 will be applicable.

## Article 6 – Fee and payment

6.1 The fee is based on a word- or hourly tariff, unless otherwise agreed upon. The translation agency can, alongside her fee connected to the assignment, charge — to the client. For every assignment a minimum tariff per language combination can be charged.

6.2 The price that the translation agency has given for the assignment, only applies for the work conforming to the agreed upon specifications.

6.3 The translation agency is legally allowed to increase the agreed upon price when the client delivers extra text, unclear copies, unsound computer programs or data which increase

costs or time spent on the assignment above the level the translation agency might reasonably have expected when entering into the agreement. This list is not limiting.

6.4 All listed prices are excluding VAT.

6.5 Declarations are required to be paid net, in full, without any discount, settlement or suspension, in the currency in which the declaration has been made, within 15 calendar days from the invoice date. At non-timely payment the client is, immediately and without notice of default, in default, in which case the client is required to pay the legal interest, increased with 2 percentage points, over the invoice amount from the date of defaulting until the moment of complete fulfillment.

6.6 In case the client remains in default, the translation agency is authorized to charge extra-judicial collection expenses in accordance with the 'Act compensation for extra-judicial collection expenses'.

## Article 7 – Reclamations and disputes

7.1 The client is required to make known any complaints regarding the delivered items as soon as possible, though no later than 10 work days after delivery, to the translation agency in writing. Expressing a complaint does not discharge the client from his payment obligations.

7.1 In case the client disputes the correctness of certain translation solutions and asks the translation agency for comment, and in case the translation agency can then make plausible that the given translations are not incorrect, the translation agency is authorized to charge the client with the full amount for extra hours worked and expenses made.

7.3 In case the client has not expressed any complaints after expiration of the period stipulated in section 7.1, he is thought to have fully accepted that delivered and any reclamations are only taken into consideration for reasons the translation agency deems appropriate. Modification by the translation agency of any part of the translated or edited text on request of the client does not mean that the translation agency acknowledges she has delivered an unsound performance.

7.4 In case the complaint is grounded, the translation agency is authorized to correct or replace the delivered items within reasonable time; in case the translation agency cannot reasonably adhere to the desire for correction or replacement, it can provide a price reduction.

7.5 The right of the client to serve reclamations is forfeit in case the client has the part of the delivered items to which the complaint relates, edited or had someone edit it, regardless of whether he then transferred the delivered items to a third party.

## Article 8 – Liability and indemnification

8.1 The translation agency is only liable to the client for damages that is the direct and demonstrable effect of a shortcoming accountable to the translation agency. The translation agency is never liable for other forms of damage, like indirect damage, consequential damages, company damage, delay damages and loss of profit.

8.2 The liability of the translation agency is in any case limited to the invoice amount, excluding VAT, of the already invoiced and/or delivered part of the corresponding assignment. Furthermore, the liability of the translation agency is always limited to an amount of the invoice per happening or per connected series of happenings.

8.3 Any ambiguity of the text to be translated immediately waives any liability of the translation agency.

8.4 The judgment regarding the question if the (utilization of) a text to be translated or

edited, or the translation or edit delivered by the translation agency, brings any risks for personal injury, stays completely for the account and liability of the client.

8.5 The translation agency is not responsible for damages or losses of any documents, information or information carriers provided for the execution of the agreement. The translation agency is also not responsible for costs and/or damages risen from the use of information technology or telecommunication items or arising from the transport or sending of information (carriers) or the presence of computer viruses in the files or information carriers delivered by the translation agency.

8.6 The client waives the liability of the translation agency against all claims by third parties that stem from the use of the delivered items.

8.7 The client also waives the liability of the translation agency against any claims by third parties regarding claimed breaks of property-, patent-, author- or another intellectual property rights regarding the execution of the agreement.

## Article 9 – Termination and force majeure

9.1 In case the client does not adhere to his obligations, in case the client is declared bankrupt or his bankruptcy is requested, in case the client has requested suspension of payment or this has been granted to him, in case the client is in a debt reconstruction program for natural persons or in case of liquidation of the company of the client, the translation agency is, without being held to any compensation, authorized to fully or partially terminate the agreement or suspend the execution thereof. The translation can claim immediate payment of that owed him.

9.2 In case the translation agency can, because of circumstances not accountable to him or outside of his power, no longer adhere to his obligations, the translation agency has, without being held to any compensation, the right to terminate the agreement. As such circumstances (force majeure) are definitely counted – but not limited to – fire, accident, sickness, strike, riots, war, terrorist attacks, transport impediments, government regulations, malfunctions in the service provision of internet providers, negligence by suppliers or other circumstances over which the translation agency has no power.

9.3 In case the translation agency needs to stop the further execution of the assignment due to force majeure, it does maintain the right to compensation for the works, made costs and paid disbursements done up till that point in time.

## Article 10 – Prices on platform

10.1 The price applicable between the Parties is stipulated to the Client when the Initial Request is submitted via Simply Translate. However, the price indicated does not give any indication of future prices, which may be unilaterally changed by Simply Translate, by issuing a new price during the course of a year.

10.2 Clients are not notified of price changes and said changes shall come into force as soon as they are published on the Simply Translate website and/or Platform.

## Article 11 – Currency of reference on platform

11.1 The Simply Translate reference currency is Euros (€) and Dollars (\$), depending on the geographical location of the Client.

11.2 Simply Translate offers a multi-currency system that allows registered Clients registered on local versions to pay in a currency other than Euros.

11.3 It is understood that the conversion rate is freely set by Simply Translate and may not be disputed. It may be revised at any time without any obligation to specifically communicate it to

Clients.

## Article 12 – Payment methods on the platform

12.1 The Client may pay Simply Translate invoices by local payment services and bank cards.

12.2 The Client can then launch projects on Simply Translate using purchased.

12.3 Simply Translate uses a system of prior purchase of credits that allows the Client to order Services as and when they need them.

12.4 The purchase of credits in no way determines the price to be paid, and the Client therefore expressly acknowledges that Simply Translate is free to change its prices at any time, even after a Client's account has been credited. The credits in no way belong to Clients and merely represent an electronic management facility.

12.5 In exceptional cases, some invoices may be issued after the Service has been provided in the framework of special agreements. It is expressly agreed between the Parties that the Client shall honour all invoices received via credits purchased from Simply Translate.

12.6 Your credits can be used for 365 days following their purchase date. The Client explicitly acknowledges that after this period, these credits will have lost their value and will be removed from your account. The Client explicitly agrees not to make any claim in relation to expiry of these credits.

12.7 The Client explicitly agrees that the exceptional renewal of these credits is entirely at Simply Translate's discretion. It is not possible to use credits on a site other than Simply Translate or one of its affiliates or partners.

12.8 It is understood that once purchased, the credits can in no way be converted into money and are non-refundable. The credits are not transferable to other accounts.

12.9 Simply Translate provides an invoice for every purchase by the Client. This invoice serves as a receipt and shall serve as a reference in the event of any accounting disagreement between Simply Translate and the Client.

12.10 The Client expressly authorises Simply Translate (and any of its subsidiaries or partner or sister companies) to offset any amounts it owes or may owe.

## Article 13 – Payment times on the platform

13.1 Simply Translate invoices are payable upon receipt or within the time agreed with Simply Translate.

13.2 For any sum that is not paid by the due date, Simply Translate reserves the right to invoice the Client late-payment interest at the interest rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points, calculated and accrued from the first day after the due date.

## Article 14 – Tax on added value on the platform

14.1 The Client explicitly authorises Simply Translate (and its subsidiaries or partner or affiliate companies where relevant) to offset the amounts it may owe to or be owed by the Client.

14.2 Simply Translate is a Dutch company but may invoice through national establishments in the countries in which it has commercial operations. Therefore, in accordance with the Dutch VAT Code, which prevails for application of Value Added Tax at a national, European and global level, we apply the principles applicable in this respect.

Simply Translate may need to verify the status of each Client in relation to the application of VAT. The Client undertakes to transmit to Simply Translate, on first request, the various documents necessary to authenticate their Client account.

14.3 The Client undertakes to supply real and complete information concerning the legal and

fiscal identity of its natural person or the legal entity it represents, particularly in respect of its VAT status. If this does not happen, Simply Translate may take any steps it deems necessary to settle the loss, up to and including removing all or part of the credits acquired by the Client or possible legal action.

14.4 It should be noted that Simply Translate reserves the right to change this rule linked to Value Added Tax in response to Dutch, national and European regulatory changes.

### Article 15 – Copyright

Unless expressly and in writing agreed upon otherwise, the copyrights on the translations made by the translation agency are transferred to the client at the moment that he has fulfilled all his financial and other obligations to the translation agency regarding the corresponding assignment.

### Article 16 – Applicable law

To all legal relationships between the client and translation agency, Dutch law is applicable.

### Article 17 – Filing and registration

These general terms & conditions have been filed with the Chamber of Commerce in Amsterdam, under number 64242161.

With versions of these general terms & conditions in another language than Dutch, the Dutch text prevails.

A copy of these general terms & conditions will always be sent to the requester at first request, free of charge.