



# TERMS OF SERVICE

These Terms of Service of Founding Language, with its registered office at the Rozenhof 33, 3311 JT in Dordrecht, the Netherlands, registered with the Trade Register ('Kamer van Koophandel') in Rotterdam, the Netherlands with number 24458587 (hereinafter also referred to as 'our firm'), apply to all agreements entered into with and all assignments carried out by our firm.

## ARTICLE 1 – GENERAL

These Terms of Service apply to all legal relations between Founding Language and its customers, while expressly rejecting any (general or other) conditions maintained by the customer, unless our firm has agreed to any such conditions in writing prior to engaging into said agreement.

## ARTICLE 2 – QUOTES AND ESTABLISHMENT OF THE AGREEMENT

2.1 All general offers and price quotes are non-committal.

2.2 All price quotes and indicated delivery terms may always be revoked or modified if our firm was not able to review the entire project text prior to order acceptance. All agreements are established by a written or verbal acceptance by the customer of a quote from Founding Language or, in the absence of such a quote, by a written confirmation by our firm of an order issued by the customer.

2.3 Founding Language may regard the individual acting in his professional capacity as the customer who granted the assignment to our firm, unless he/she has expressly indicated to act on behalf of, in the name of and at the expense of a third party, while simultaneously announcing the personal and business information of this individual and company. Should this third party deny to have committed to any such agreement, then the individual who erroneously stated the presence of this commitment is liable in his professional capacity for the requirements of the customer.

2.4 Agreements and commitments expressed by representatives or members of staff of Founding Language only become binding upon being explicitly confirmed in writing.

2.5 Should Founding Language, at its own reasonable discretion, have any doubt if the customer will meet its payment requirements or has the capacity to meet these payment requirements, then our firm has the right to demand a sufficient (financial) guarantee prior to the execution or continuation of execution. Founding Language will always require a 50% advance payment for orders exceeding a value of € 2,500 or its equivalent in another currency.

## ARTICLE 3 – ORDER MODIFICATION AND CANCELLATION

3.1 Should the customer, after the establishment of an agreement, modify elements of the text or agreement beyond a minor degree, then Founding Language has the right to modify the delivery term and/or service fee or refuse the assignment. In the latter case, the customer is obliged to pay for the part of the work already completed on that moment, while the provisions in sections 3.2 and 3.3 apply unmitigated.



3.2 Should an order be cancelled by the customer, then he is required to pay in full for the part of the work already completed on the moment the cancellation was received by our firm. Furthermore, the customer shall, if applicable, pay a compensation based on a € 165 hourly rate (excluding any applicable Value Added Tax or Sales Tax), for any research work already completed for the remainder of the work. At the request of the customer, Founding Language will make this partially completed work available, while not offering any quality guarantees.

3.3. Should Founding Language have already allocated time for the execution of the cancelled order or have reserved such allocated time with third parties, then the customer shall pay our firm a compensation of 50% of the service fee for the non-executed part of the assignment.

#### ARTICLE 4 – ORDER EXECUTION AND CONFIDENTIALITY

4.1 Founding Language is obliged to carry out and complete its assignment in good faith and at the best of its expertise and capabilities, while taking the purpose of the relevant text as stated by the customer into account.

4.2 All texts that have a confidential nature or for which the customer explicitly requests a confidential processing, Founding Language will maintain confidentiality to the extent possible or allowed by law. Our firm (will) require(s) its staff members to sign a non-disclosure agreement. Founding Language is however not liable in any way for any violation of this confidentiality provision by our members of staff if our firm can make it plausible that it was not in a reasonable capacity to prevent any such violation.

4.3 Unless expressly agreed upon otherwise, our firm reserves the right to have (parts of) the assignment carried out by third parties, while the confidentiality requirement for relevant texts remains intact. Founding Language will require any such third party to sign a non-disclosure agreement. Our firm is however not liable for any violation of this confidentiality requirement by said third parties if our firm can make it plausible that it was not in a reasonable capacity to prevent any such violation.

4.4 At the request of Founding Language, the customer is required to provide a substantial clarification of the relevant text and, if available, provide for additional documentation and terminology. Compiling and sending such information always takes place at the risk and expense of the customer.

#### ARTICLE 5 – DELIVERY TERM AND TIME

5.1 The delivery moment agreed upon, is always a projected delivery moment unless explicitly agreed upon otherwise in writing. Should Founding Language conclude or expect that a timely delivery proves impossible, then our firm is required to immediately inform the customer about this in writing.

5.2 Should a delivery term which was agreed upon in writing be exceeded in a way that is attributable to Founding Language, then the customer has the right to unilaterally cancel the agreement if, at its reasonable discretion, the delivery can no longer be waited for. In such a case, Founding Language is not liable in any way. Any such cancellation of an agreement does not mitigate the customer's requirement of to pay for the part of the work already completed on the moment of cancellation.



5.3 The delivery is deemed to have taken place on the moment it was sent. The delivery time is that on which the documents were transferred to a courier or postal service, or in the case of a digital delivery (fax, e-mail, modem, ftp, etc.) the moment on which the medium has completed its sending.

5.4 With regards to the execution of the agreement by Founding Language, the customer is obliged to take or carry out all reasonable actions required or desired to enable a timely delivery by our firm.

5.5 The customer is required to provide his full cooperation to accept the delivery by Founding Language in relation to the assignment. Should a customer refuse to accept a delivery, then he automatically defaults on his obligations without requiring any further notification, and the provisions in 6.5 of these Terms of Service apply.

## ARTICLE 6 – SERVICE FEE AND PAYMENT

6.1 The service fees invoiced by Founding Language are based on an applicable word or hourly rate of a fixed project fee, unless agreed upon otherwise in writing. Our firm is furthermore entitled to be compensated by the customer for expenses made with regards to the execution of the assignment. A minimum order value of € 60.00 applies for every target language.

6.2 The price offered by Founding Language for the relevant assignment, exclusively applies for completing said assignment within the framework of the specifications agreed upon.

6.3 Founding Language has the right to increase the price agreed upon if the customer delivers content which requires additional editing or is unclear, or if the customer provides for insufficiently operating computer programs or data files that cause our firm to spend more time or costs than could be reasonable expected on the moment on which the assignment was agreed upon. The aforementioned list of possible aspects is not limitative.

6.4 All financial amounts stated always exclude any applicable Sales Tax or Value Added Tax.

6.5 Invoices sent by Founding Language are due in full within 14 calendar days after the invoice date, without any discount, offset or suspension, in the currency in which the invoice was created, unless any other payment term was agreed upon in writing prior to establishing the relevant agreement.

6.6 A customer in arrears automatically defaults, without a requirement of any further written notification. Founding Language may charge an administrative fee of € 30.00 for every payment reminder, summons or other letter sent after the first payment reminder.

6.7 If an invoice is overdue for more than 14 days, Founding Language reserves the right to suspend all work in progress and refuse to accept new assignments.

6.8 Any costs for extrajudicial debt collection services will be charged at a fixed rate of € 295.00, unless the actual costs exceed this amount, in which case the actual costs are to be paid in full by the customer.



6.9 Any expenses made for legal services contracted in order to secure payment from the customer, shall be entirely borne by the customer.

## ARTICLE 7 – COMPLAINTS AND DISPUTES

7.1 Complaints about work delivered must be submitted to Founding Language by the customer as soon as possible, but no later than within ten business days. If no complaint is submitted within this timeframe, the work is deemed to have met all requirements agreed upon.

7.2 Should the customer express his doubt with regards to quality of the translation, localization, editing or other work carried out by Founding Language and request our firm to have said quality verified, while this verification then confirms that the quality of the delivered product or service is in fact correct, the customer is required to pay the regular price including any applicable surcharges for this verification process.

7.3 Any textual or other modifications processed by Founding Language based on an after-sales support request or a customer complaint, explicitly do not constitute the acknowledgement of an improper initial delivery by our firm.

7.4 Should a customer complaint be deemed valid, then Founding Language has the right to improve or replace the work within a reasonable period of time. Should our firm, by reasonable standards, not be able to complete such an improvement or replacement, then a reasonable discount on the service fee may be granted at the reasonable discretion of Founding Language.

7.5 All rights of the customer to file complaints expire if the customer or a third party has modified (elements of) the relevant text to which the complaint relates, regardless of whether the delivered results were delivered to or processed by a third party.

## ARTICLE 8 – LIMITED LIABILITY AND SAFEGUARDS

8.1 Any liability of Founding Language toward the customer is limited to damage that is the direct and demonstrable result of a failure attributable to our firm. Founding Language can never be held liable for any indirect, consequential, operational damages, damages caused by delays or lost profits.

8.2. The liability of our firm is at all times limited to the value of the relevant assignment, excluding any Sales Tax or Value Added Tax, to the extent that this (part of the) relevant assignment was already delivered or invoiced. The liability of Founding Language is furthermore at all times limited to a maximum of € 25,000 for any such event or chain of events.

8.3 Any ambiguity in the text that is to be processed automatically voids all liability.

8.4 The assessment of whether the (usage of) the text processed, optimized, translated, localized or otherwise influenced by Founding Language as part of the agreement would contain specific risks that might form a hazard to goods and/or the health and/or life of any individual is the sole responsibility of the customer.



8.5 Founding Language is not liable for any damage to or loss of the documents, information and/or information carriers sent to our firm for the purpose of carrying out an assignment.

8.6 The customer will safeguard Founding Language against all third party claims originating from usage of the delivered materials.

8.7 The customer will safeguard Founding Language against all third party claims relating to any alleged infringement of property, patent and proprietary rights, copyrights and/or any other intellectual property rights relating to the execution of the assignment

## ARTICLE 9 – DISSOLUTION, TERMINATION AND FORCE MAJEURE

9.1 Should the customer not meet his obligations, be declared bankrupt, if he or any other party files for his bankruptcy, if his payments are suspended or if a moratorium or automatic stay has been granted, or if the company ceases to operate or exist, then Founding Language is, without being liable to any form of compensation, authorized to partially or entirely terminate or suspend the agreement. In such a scenario, all debts to Founding Language become immediately and entirely due.

9.2 Should Founding Language not or no longer be able to meet its obligations as a result of conditions outside its realm of influence, then our firm has the right to unilaterally terminate the agreement without being liable for any form of compensation. Such conditions (force majeure) include, but are not limited to: fire, accidents, illness, work strikes, insurrections, riots, war, terrorist attacks, transport obstructions, government measures, internet service provider malfunctions, supplier or third party negligence and any other conditions on which our firm has no direct influence.

9.3 Should our firm be forced to cease the completion of the assignment due to force majeure once execution of said assignment has begun, then it retains the full right of payment and costs made for all work completed up to that point in time.

## ARTICLE 10 – COPYRIGHT

Unless other agreements were expressly agreed upon in writing, the copyright on content that was optimized, revised, translated and/or localized by Founding Language, is transferred to the customer upon his complete fulfillment of all financial and other obligations related to the assignment. This also applies to any content that was revised or modified in any other form for or on behalf of the customer. In deviation of the aforementioned, the copyright of any texts that were entirely or substantially written by Founding Language or associated companies for or on behalf of the customer is non-transferable, while the customer receives a one-off publication right for the purpose agreed upon.

## ARTICLE 11 – APPLICABLE LAW

11.1 All legal relations between the customer and Founding Language are exclusively governed by Dutch law.

11.2 All disputes are exclusively judged by the competent court in Rotterdam or, at the sole discretion of Founding Language, in the domicile of the customer.



## ARTICLE 12 – CLOSING PROVISIONS

12.1 These Terms of Service are filed with the Chamber of Commerce in Rotterdam, the Netherlands.

12.2 Any copy of these Terms of Service in any other language than Dutch is purely offered as a service and has, while it was translated in good faith, no legal effect whatsoever. If any discrepancies exist between these Terms of Service published in English and the original Dutch version (Leveringscondities), the Dutch version shall always prevail.

12.3 A copy of these Terms of Service will always be made available to any requesting party at its first request and free of charge. These Terms of Service are also explicitly made available to the customer prior to establishing a first agreement.

12.4 Should one of the provisions in these Terms of Service be deemed invalid, null or void, all other provisions remain in full effect. In such a case, our firm and the customer are obliged to replace the invalid, null or void provision with a permissible provision that approaches the spirit and the economic purpose of the invalid, null or void provision to the largest possible extent.

-----END OF THESE TERMS OF SERVICE-----