

EasyTranslate

Terms and Conditions - Translation Service Platform

EasyTranslate A/S is a translation platform provider providing translation services and other language services ("Translation Services") to customers ("Customers" or "you") through the translation service platform at <https://app.easytranslate.com/en-en/site/login> ("Translation Service Platform").

EasyTranslate uses third party subcontractors ("Translation Service Professional") for the provisions of the Translation Services. EasyTranslate and the Translation Service Professionals are not in a subordinate relationship with each other, and the Translation Service Professionals thus act as independently acting third parties that deliver their Translation Services to EasyTranslate. EasyTranslate is the party providing the Translation Services to the Customer.

Acceptance of the Terms and Conditions

By registering, logging on to, connecting to, accessing, or using the Translation Service Platform, you acknowledge that you have read and understood the following terms and conditions. When you create your own User Account on the Translation Service Platform, you agree to be bound by these terms and conditions and to comply with all applicable laws and regulations regarding your use of the Translation Service Platform. In order to create a User Account on the Translation Service Platform, you must possess the legal authority to enter into these terms and conditions and to form a binding agreement under any applicable law and own a valid payment method and a valid email address. **IF YOU DO NOT AGREE AND ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER, LOG ON TO, CONNECT TO, ACCESS, OR USE THE TRANSLATION SERVICE PLATFORM AS A USER IN ANY MANNER.**

Use of the Translation Service Platform

In order to enter and use the Translation Service Platform, you must register and create a user account ("User Account"). Registration can be done by completing the online registration form available on the Translation Service Platform. You will receive a confirmation, when your User Account has been established. When the User Account has been established, Translation Services can be requested.

You must provide accurate and complete information, when creating a User Account on the Translation Service Platform and you agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. Otherwise, EasyTranslate will not be able to provide you with access to the Translation Service Platform.

You may not assign or transfer your rights or delegate your duties under the User Account including these terms and conditions without the prior written consent of EasyTranslate. You must notify EasyTranslate immediately of any unauthorised use of your User Account or any other breach of security at security@easytranslate.com. EasyTranslate is not liable for any loss or damage arising from any failure of yours to comply with these terms and conditions.

If you wish to either change your User Account information or password, or delete and remove your User Account, you may use the Translation Service Platform's settings menus. Alternatively, you are always welcome to contact customer service at www.easytranslate.com. Your User Account will be terminated within reasonable time following your request, and from the date of termination you will no longer be able to access your User Account.

User Restrictions

There are certain conducts that are strictly prohibited on the Translation Service Platform. EasyTranslate recommends that you read the following restrictions carefully. Failure to comply with the provisions set forth herein may result in the termination of your access to the Translation Service Platform and may also expose you to civil and/or criminal liability.

You may not, whether you act alone or on behalf of others; (a) use the Translation Service Platform for any illegal, unlawful, or unauthorised purposes; (b) allow access to your User Account to anyone other than yourself. You accept full responsibility for any unauthorised use of the Translation Service Platform on your behalf; (c) interfere with or disrupt the operation of the Translation Service Platform; (d) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that EasyTranslate endorses you, your platform, your business or any statement you make; (e) bypass any measures EasyTranslate may use to Translation Services or restrict access to the Translation Service Platform; (f) transmit or otherwise make available in connection with the Translation Service Platform any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; transmit or otherwise make available in connection with the Platform any documents, which is in breach with local law, including intellectual property rights, tax fraud, illegal arms dealing, explosive items and substances, narcotics and euphoric substances or anti money laundering; documents or information that are illegal to possess according to local law; and/or (g) infringe and/or violate any of these terms and conditions.

Orders

As a Customer you are welcome to make an online request for Translation Services via the Translation Service Platform ("Request"). As part of the Request process you will be asked to fill in some details with respect to your Request ("Request Information"). The Request Information you have filled in will be shared with the respective Translation Service Professional. Please note that it is your obligation and responsibility to inform EasyTranslate, in each Request you make through the Translation Service Platform, about your requirements. Hence, any specific vocabulary, lingo, expressions etc. that you want applied in the Translation Services, should be mentioned in the Request Information. You are fully responsible for the information provided in a Request and that the information is exhaustive and that the Request is sufficiently described. In the event that the Request Information is inaccurate to the effect that the Translation Service Professional cannot fit the requirements of the Translation Service, EasyTranslate or the Translation Service Professional may cancel the Translation Services or complete the Translation Services to their best ability.

EasyTranslate is not obligated to accept a Request and your Request is not binding. Once you accept EasyTranslate's quote following your Request, you place an order ("Order"). When an Order is confirmed by EasyTranslate, you will automatically receive an order confirmation ("Order Confirmation"). The price indicated on the Translation Service Platform for the Translation Services reflects the full order amount ("Order Amount").

If you request changes or additions to a Translation Service after the Order has been confirmed by EasyTranslate, and if these changes and/or additions are not limited in scope, EasyTranslate reserves the right to change the time of delivery and/or the fee in relation to the changed nature of the Translation Service. EasyTranslate shall unilaterally decide if a change and/or addition is limited in scope or not. Before the changed Translation Service is started, EasyTranslate shall obtain your confirmation of the changed terms.

If you attempt to cancel a Translation Service after the Order has been confirmed by EasyTranslate, you shall pay the full Order Amount unless otherwise agreed with EasyTranslate. EasyTranslate shall deliver all work, which has already been performed, to you.

Fees and Payments

Payments will be processed via EasyTranslate's payment service provider, Stripe Payments Europe, Limited ("Stripe"). Stripe's payment system enables you to use a variety of payment methods as available on the Translation Service Platform. Please note that Stripe is an independent contractor and has no employment or agency relationship with EasyTranslate. EasyTranslate is not responsible in any way for the actions or performance (or lack thereof) of Stripe. The use of

Stripe's payment system is at your own risk. It is your responsibility to abide by all the terms specified by Stripe in their terms of use and privacy policies. You acknowledge that you are fully assuming the risks of conducting any transactions via Stripe's payment system.

In the event that you are unable to pay by any of the payment methods available on the Translation Service Platform and enabled by Stripe, EasyTranslate may bill by invoice. EasyTranslate provides standard payment terms of 14 days on all customer invoices.

If payment for any invoice is not received on or before the due date stated on the invoice, you are liable to pay late fees and interest, as issued by EasyTranslate's third-party collections company. Once fees and interest are issued by the third-party collections company, you are obliged to pay these fees to EasyTranslate, as EasyTranslate is being charged these fees by the third-party collections company and is unable to reverse them.

EasyTranslate may post prices excluding VAT for Translation Services offered on the Translation Service Platform, and as such may be subject to taxation, as required or ordered by the applicable tax law in the country in which you reside. You represent and warrant that you will pay all fees and taxes incurred with the Translation Services in a timely manner. Failing to settle your payments in connection with a Translation Service may prevent you from executing a Request on the Translation Service Platform. EasyTranslate reserves the right to terminate your User Account if you do not comply with the payment conditions.

You will receive a receipt for each Translation Service.

Delay of delivery of Translation Services

EasyTranslate shall, as far as possible, comply with agreed delivery deadlines, subject to cases where EasyTranslate awaits input/material from you. If no timetable has been agreed, the Translation Service shall be performed at the rate which, in addition, is considered reasonable by the scope of the Translation Service.

For Translation Services where the service is to be delivered within a certain time interval or at a certain date, the time interval is counted only from the time EasyTranslate has received the document, file etc. in the correct and final format.

Deposit

In connection with ordering Translation Services, EasyTranslate may request a prepayment equal to one or more Translation Service(s).

Cancellation of Translation Services

You cannot cancel a confirmed Order unless expressly accepted by EasyTranslate.

If you make an Order and EasyTranslate or the Translation Service Professional need to verify the Order with you for one reason or another, you accept that EasyTranslate will not commence the Translation Service until such verification is in place.

Termination

You can close your User Account at any time.

EasyTranslate may terminate your User Account for convenience with 30 days' notice (by the end of the month).

EasyTranslate further reserves the right to block your User Account and/or temporarily or permanently limit your access to your User Account, at its sole discretion, in addition to any other remedies that may be available to EasyTranslate under any applicable law. Such actions by EasyTranslate may be taken, for example, if EasyTranslate deems that you have breached these terms and conditions in any manner. Additionally, EasyTranslate may at any time, at its sole discretion, cease the operation of the Translation Service Platform or any part thereof, temporarily, or permanently, without giving any prior notice. You agree and acknowledge that EasyTranslate does not assume any responsibility with respect to, or in connection with the termination of the Translation Service Platform's operation and loss of any data. The provisions of these terms and conditions survive the termination of these terms and conditions.

No warranties

EasyTranslate does not warrant that the Translation Service Platform is or will be secure, timely, accurate, complete, uninterrupted, without errors, or free of viruses, defects or other harmful components or other program limitations. EasyTranslate hereby disclaims all warranties and conditions regarding the use of the Translation Service Platform, including but not limited to the availability, reliability, or the quality of the Translation Service Platform. EasyTranslate is not responsible for any error, fault or mistake related to any content and information displayed within the Translation Service Platform.

EasyTranslate makes no warranty or assurance with respect to the existence, scope and compliance as required by any applicable law with respect to such Translation Services. EasyTranslate is not responsible and has no liability for any product or service provided by any person or entity other than EasyTranslate. EasyTranslate bears no responsibility for any engagement with third party service providers or any service and/or content supplied by a third party.

Translation Service Professionals are independent contractors and are not to be considered an employee, agent, partner or joint venture of EasyTranslate. Translation Service Professionals shall not bind nor attempt to bind EasyTranslate to any contract.

Complaints

If you are unsatisfied with the Translation Services, you may file a complaint on the Translation Service Platform by filling out a complaint form on the project site for the relevant Translation Service. EasyTranslate urges you to provide as specific information as possible on the nature of the complaint. EasyTranslate will investigate the matter and revert to you in a timely manner.

Limitation of Liability

EasyTranslate is not liable under this agreement, whether in contract, tort, breach of statutory duty, indemnity or otherwise, for a) any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill; b) any loss of or corruption of data, c) any regulatory fines; d) any legal costs, e) any loss arising from business interruption or reputational damage, f) indirect or consequential losses, regardless of whether any of these types of losses were contemplated by either of the parties when they entered into this agreement unless to the extent that such liability cannot be excluded by applicable law.

Force Majeure

In no event shall EasyTranslate be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, force majeure ("greater forces"), directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that EasyTranslate shall use reasonable efforts which are consistent with accepted practices in the translation industry to resume performance as soon as practicable under the circumstances.

Indemnification

You agree to defend, indemnify and hold harmless EasyTranslate from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses arising from: (i) your use of the Translation Service Platform and/or the Translation Services; (ii) your violation of any term of these terms and conditions; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party in connection with your use of the Translation Service Platform or the Translation Services; and/or (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to your use of the Translation Service Platform.

Privacy Policy

EasyTranslate respects your privacy and is committed to protecting the information you share with us. Our policy and the type of information we collect are described in our Privacy Policy at <https://easytranslate.com/en/privacy-policy/>. To access and use the Translation Service Platform you must first read and agree to EasyTranslate's Privacy Policy.

Confidentiality

EasyTranslate treats all information and tasks received from you as confidential and enjoins its subcontractors the same obligation.

EasyTranslate is entitled to loyalty and as part of EasyTranslate's general marketing activities (e.g. by using your logo etc.) to refer to the fact that you are a customer of EasyTranslate as well as to use the delivery for marketing purposes without paying any fees to you.

You acknowledge and agree (i) that confidential information about EasyTranslate disclosed to you as part of the delivery of the Translation Service Platform and the Translation Services is to be considered as EasyTranslate's property and (ii) to keep such information confidential and not to disclose to any third parties, except in so far as confidential information is to be disclosed under applicable law, provided that you (a) inform, as far as possible, EasyTranslate in writing about the information to be disclosed and the circumstances in which the disclosure is alleged to be necessary so that as early as possible before such disclosure must be made, and (b) take all reasonable precautions to avoid and limit the disclosure.

Translation Service Platform Availability

The Translation Service Platform's availability and functionality depend on various factors, such as communication networks, software, hardware and EasyTranslate's service providers and contractors. EasyTranslate does not warrant or guarantee that the Translation Service Platform will always operate without disruption or interruption, or that it will be immune from unauthorised access or error-free.

Changes to the Translation Service Platform

EasyTranslate reserves the right to modify, amend, correct, improve, make any other changes to, or discontinue, temporarily or permanently, the Translation Service Platform without notice at any time. You agree and accept that EasyTranslate shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Translation Service Platform or the content included therein.

Intellectual Property Rights

The Translation Service Platform and the content of the Translation Service Platform and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, trademarks, trade names, service marks, copyrightable materials and patents, whether or not registered or capable of being registered (collectively "Intellectual Property") are owned by and/or licensed to EasyTranslate.

To the extent you may choose to provide any feedback, comments or suggestions ("Feedback") to EasyTranslate, EasyTranslate reserves an exclusive, royalty-free and irrevocable right to incorporate the Feedback into any of EasyTranslate's current or future products, technologies or services without your prior approval. All Feedback shall be deemed to be non-confidential. EasyTranslate also reserves the right to use any Feedback as marketing/promotional material without your prior approval.

Trademarks and Trade names

"EasyTranslate" and any and all marks and logos and all other proprietary identifiers used by EasyTranslate in connection with the Translation Service Platform are all trademarks and/or trade names of EasyTranslate, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Translation Service Platform belong to their respective owners. No right, license, or interest to EasyTranslate's trademarks and/or to any third party marks is granted hereunder, and therefore you will avoid using any of those marks.

Linking to the Translation Service Platform and links to third party platforms

We welcome links to any page on the Translation Service Platform. You are free to establish a hypertext link to the Translation Service Platform as long as the link does not state or imply any connection or approval of your platform, products and/or services by EasyTranslate. You may not link to the Translation Service Platform from a platform that you do not own or have permission to use.

Certain links provided on the Translation Service Platform permit our users to leave the Translation Service Platform and enter non-EasyTranslate platforms or services. Those linked platforms and services are provided solely as a convenience to you. These linked platforms and services are not under the control of EasyTranslate and EasyTranslate is not responsible for the availability of such external platforms or services and does not endorse and is not responsible or liable for any content advertising, products or other information on or available from such linked platforms and services or any link contained in linked platforms or service. Your access to, use of and reliance upon any such platforms, services and content and your dealings with such third parties are at your sole risk and expense. EasyTranslate reserves the right to terminate any link at any time. You further acknowledge and agree that EasyTranslate shall not be responsible or 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 services, content, products or other materials available on or through such linked platforms or resources.

Advertisements

EasyTranslate may accept advertisements from third parties. Please be aware that EasyTranslate makes no warranties or representations concerning such advertisements, whether EasyTranslate has control over such advertisements. Any and all information contained in such advertisements belongs solely to the advertisers. EasyTranslate will not be liable for any damage or loss incurred to you as a result of or in connection with such advertisements.

Amendments to the Terms and Conditions

EasyTranslate reserves the right to change these terms and conditions from time to time, so please re-visit this page frequently. In case of any material change, EasyTranslate will make reasonable efforts to post a clear notice on the Translation Service Platform and/or will send you an email (to the extent that you provided EasyTranslate with such email address) regarding such change. In the event that these terms and conditions must be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

Assignment

EasyTranslate may assign or transfer all rights and obligations under these terms and conditions without restriction or notification.

Law and Jurisdiction

Any dispute, controversy or claim arising out of or in connection with this agreement or the breach, termination or invalidity thereof which cannot be settled amicably within a period of 30 days shall be finally settled only by simplified arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration and according to Danish law (excluding Danish rules on conflict of laws). The place of arbitration shall be Copenhagen. The language shall be English.

Contact

If you have any questions regarding the terms and conditions, you are always welcome to contact EasyTranslate at legal@easytranslate.com.

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CLASSIFICATION: PUBLIC