

# **Terms and Conditions**

## **for providing language translation services to Consumers**

### § 1 General Provisions

1. These terms and conditions (hereinafter referred to as “Terms and Conditions”) specify the rules for the provision of language translation services for Customers by ALINGUA SP. Z O.O. based in Krakow, at ul. Szlak 10/5, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków – Śródmieście, 11th Commercial Division of the National Court Register under the number KRS 0000358493, REGON: 121174278, NIP: 6762426723, with a share capital of PLN 5,000.00, e-mail address: [biuro@alingua.pl](mailto:biuro@alingua.pl), tel. +48 12 357 52 25, tel. +48 692 892 592.
2. Alingua works on business days, from Monday to Friday, excluding public holidays, from 8 a.m. to 5 p.m. Any information received by Alingua after 4:30 p.m. shall be deemed to have been received on the next business day.
3. Alingua provides translations: regular, specialised and certified, as well as interpretation and other linguistic services in the languages listed on Alingua’s website.
4. Alingua may agree an individual, wider range of services with the Customer.
5. Alingua provides services to Customers based on the Agreement and these Terms and Conditions.
6. Alingua and the Customer may individually agree in writing on the terms of cooperation, in particular if the Customer intends to cooperate with Alingua on a regular basis.

### § 2 Definitions

Alingua – ALINGUA SP. Z O.O. based in Krakow, at ul. Szlak 10/5, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków – Śródmieście, 11th Commercial Division of the National Court Register under the number KRS 0000358493, REGON: 121174278, NIP: 6762426723, with a share capital of PLN 5,000.00, e-mail: [biuro@alingua.pl](mailto:biuro@alingua.pl), tel. +48 12 357 52 25, tel. +48 692 892 592

Customer – a consumer or a natural person running a business whom specific provisions grant consumer rights

Website – a document made available via the Internet at <https://www.alingua.pl>, through which Alingua provides services to the Customer and through which agreements are concluded with Customers

Agreement – a remote agreement concluded between the Customer and Alingua for the provision of translation services

Order – the Customer’s declaration of will to accept the Agreement

### § 3

#### Placing and accepting Orders

1. Documents to be translated are sent to Alingua in electronic form to the e-mail address: [biuro@alingua.pl](mailto:biuro@alingua.pl), as an attachment, delivered in person, or sent by post or courier to the registered office of Alingua.
2. By accepting the Terms and Conditions, the Customer undertakes to protect the content sent to Alingua against malware.
3. The conclusion of an agreement between Alingua and the Customer requires the following actions:
  - 1) the Customer submitting an enquiry containing the complete set of information described in item 4 below,
  - 2) Alingua's feedback on the conditions for concluding the Agreement with the Customer,
  - 3) Customer's acceptance of the terms of the performance of the Agreement and acceptance of the terms of the Agreement,
  - 4) Alingua confirming the acceptance of the Order for implementation.
4. The Customer's enquiry should include in particular:
  - 1) if possible, a text attached to an e-mail or otherwise provided to Alingua that is to be translated or corrected,
  - 2) information as to which language the text is to be translated to and what purposes the text will be used for,
  - 3) expected date of service completion,
  - 4) e-mail address for contacting the Customer,
  - 5) phone number for contacting the Customer,
  - 6) for services that result in creating a specific document – the method of delivery of said document to the Customer.
5. If the content of the Customer's enquiry allows for the presentation of the terms of the Agreement, Alingua shall send them to the e-mail address provided by the Customer.
6. When presenting the Terms of Service, Alingua may indicate that in order to conclude the Agreement, the Customer will need to pay a prepayment in the form of a total advance payment, advance payment or down payment.
7. In the case of translations with a particular level of difficulty, requiring specialist expertise, the Customer should provide Alingua with sources of professional vocabulary and allow consultation with the Customer's representative.
8. After receiving the conditions of concluding the Agreement, the Customer may inform about the acceptance of these conditions via a message sent by e-mail, which shall be considered as placing an Order. The Order will be deemed to be placed when Alingua receives an e-mail from the Customer accepting the terms of the Agreement.
9. The message containing the Terms of Service may include the date on which they are binding for Alingua.
10. The Order shall be considered effective if it is placed before the deadline, and if the need to make a prepayment is indicated in the terms of the conclusion of the Agreement, upon advance payment or deposit, when Alingua credits the amount indicated in the terms of performance of the Agreement or receives confirmation of payment by the Customer.

11. If the Customer does not confirm the terms of concluding the Agreement within 24 hours, unless otherwise agreed with the Customer, Alingua may refuse to accept the Order on the terms presented to the Customer.
12. After the Customer confirms the Order, Alingua shall send the Customer a confirmation of placing the Order together with the Order number, which is considered to be a confirmation of the conclusion of the Agreement between Alingua and the Customer, in accordance with the Terms and Conditions and the terms of concluding the Agreement.
13. If the terms for concluding the Agreement specified the need for the Customer to make a prepayment, advance payment or deposit, and Alingua, despite not receiving it, sent a confirmation of placing the Order, the Agreement shall be concluded upon Alingua's receiving of the entire amount indicated in the terms of the Agreement.
14. Submitting an enquiry is possible by using the order form available at the website address <https://alingua.pl/en/ask-for-a-quote/> and <https://alingua.pl/en/contact/>, by email at [biuro@alingua.pl](mailto:biuro@alingua.pl), by traditional mail to the address of Alingua's registered office or by submitting it in person to Alingua's registered office.
15. In the event that the original message from the Customer does not contain all the information necessary for Alingua to effectively present the terms of the Agreement, Alingua may request that it be supplemented. Further messages from the Customer containing this information shall be considered complete when Alingua receives all the details necessary to present the terms of the Agreement.
16. Based on the information and documents received from the Customer, Alingua shall prepare an offer for the conclusion of the Agreement for the Customer, which particularly includes the quote and the deadline for providing services by Alingua.

#### § 4

#### Performance of the Agreement by Alingua

1. If the Agreement performance date is specified in days, it should be understood as business days.
2. The number of days for the execution of the Order specified in the conditions of concluding the Agreement does not include the date of Order acceptance.
3. Saturdays, Sundays and public holidays are not counted towards the performance of the Order.
4. Certified translations are carried out in accordance with the applicable law.
5. Ordering a certified translation requires the Customer to submit the original document to be translated. If the Customer fails to submit the original document to be translated, the translation shall contain information that the certified translation has been performed off a copy of such document.
6. Translation can be carried out in the following variants:
  - 1) BASIC – covers the work of a professional translator; no proofreading or revision is carried out; service available only for standard translations,
  - 2) STANDARD 1.0 – includes the work of a professional translator and proofreader – linguist, who will carry out the final check of linguistic correctness, improve punctuation, correct typos and consistency of terminology,

- 3) STANDARD 2.0 – includes service by a professional translator, as well as an additional editing and localisation made by a target language native speaker,
  - 4) SELECT – includes service by a professional translator and proofreader, as well as an additional editing and localisation made by a target language native speaker; if the order concerns a technical text (e.g. a user’s manual), the native speaker is replaced by a second translator – reviewer, who verifies the correctness of the terminology used.
7. Detailed information on the principles and costs of implementing the Order under a given variant shall be provided upon submitting the terms of the Agreement.
  8. When it comes to deadlines, translations will be considered:
    - 1) express translations – where an order is submitted on the day of submitting the enquiry or the next day, or if the number of pages to be translated, taking into account the agreed time of translation, is over 10 pages per day (hereinafter: “Express Translations”),
    - 2) accelerated translations – where an order is submitted on the day of submitting the enquiry or the next day, or if the number of pages to be translated, taking into account the agreed time of translation, is between 6 and 10 pages per day (hereinafter: “Accelerated Translations”).
  9. A “page” means:
    - 1) 1125 characters including spaces – for certified translations,
    - 2) 1800 characters including spaces – for other translations.
  10. Unless otherwise agreed with the Customer in the Order, Alingua shall translate 5 standard pages within 1 business day.
  11. The translation can be provided to the client:
    - 1) by e-mail, to the address provided by the Customer;
    - 2) by traditional mail (by regular or priority registered mail);
    - 3) by courier,
    - 4) in person at Alingua’s registered office, at the agreed time, during Alingua’s working hours.
  12. Where a document resulting from the implementation of the Agreement is sent by mail or by courier, the day on which the Customer receives access to the text in electronic form is the day on which Alingua has fulfilled the Agreement.
  13. The possibility of sending documents by courier is limited to carriers whom Alingua cooperates with.
  14. The method of delivering documents to the Customer should be indicated by the Customer. If the method of delivery is not indicated, it is assumed that Alingua may deliver the documents by electronic means, courier or traditional mail.
  15. It is prohibited for the Customer to provide any illegal content.
  16. All content provided to Alingua by the Customer is protected against unauthorised access by third parties.
  17. Documents delivered for translation are handed over to the Customer upon receipt of the translation. If, for any reason, the documents constituting the basis for the translation are not collected by the Customer, the period of storing the documents, including those containing personal data collected by Alingua in connection with the translation, is 4 years from the end of the calendar year in which the data was collected.

After this period, personal data shall be deleted, unless further processing is necessary for the protection of rights or pursuing claims by Alingua or as a result from another legal obligation.

18. If the Customer provides a non-editable file (photo, pdf file), the free service includes the preparation of files in Microsoft Word format, without maintaining the graphic design.
19. If the Customer wants to receive a file with an exact graphic representation, they shall receive an individual DTP service quote.
20. If the duration of the translation is one business day or less, the Customer is obliged to cancel such translation no later than 24 hours before the date of the service. If the translation is cancelled at a later date, the Customer shall cover 50% of the agreed costs of the Order. If the withdrawal took place on the day the service was provided, the Customer shall cover 100% of the agreed costs.
21. If the duration of the translation is more than one business day, the Customer is obliged to cancel such an Order no later than 5 business days before the service is provided. If the translation is cancelled later than within 5 working days, the Customer shall cover 50% of the agreed costs of the Order.
22. Interpreting is only cancelled in writing and should include, in particular, the Order number.

## § 5

### Agreement fee and total costs of the Agreement

1. Unless expressly provided for in the Terms of Service, the amount of Alingua's remuneration indicated therein includes the preparation of one copy of the translation or another document. The remuneration for subsequent copies (in the case of certified translations) is 50% of the remuneration for rendering the Order as a result of which the document was developed.
2. In the case of non-certified translations, the size of the translation is rounded up to 0.5 standard page, and in the case of certified translations – to 1 standard page.
3. The remuneration shall be increased particularly by shipping costs, specified as:
  - 1) in the case of sending by Poczta Polska – according to the current price list of Poczta Polska;
  - 2) if sent by courier - in accordance with the price list of the company providing courier services.
4. The customer pays the amount due via bank transfer to the bank account number provided in the VAT invoice or in the content of the e-mail.
5. The performed translation, including proprietary and personal copyrights, shall remain the property of Alingua until the full amount due is paid by the Customer. Along with the payment, the Customer acquires property copyrights.

## § 6

### Withdrawal from the Agreement

1. According to the Terms and Conditions, the right to withdraw from a agreement concluded off-premises or remotely is not granted to the consumer in respect of agreements for the provision of services, if Alingua has fully performed the service with the express consent of the consumer, who was informed before the start of the service that once Alingua has rendered the service they shall lose the right to withdraw from the agreement.
2. In accordance with the Terms and Conditions, the right to withdraw from the Agreement is also not available to the entrepreneur with Consumer rights in relation to the Agreement on delivering digital content that is not recorded on a tangible medium, if the service performance began with the Customer's express consent before the deadline for withdrawal from the Sale Agreement and after Alingua has informed them about the loss of the right to withdraw from the Agreement.
3. Under the conditions set out in the Terms and Conditions, the Customer may withdraw from the Agreement:
  - 1) by sending a declaration of withdrawal from the Agreement by mail to Alingua's address;
  - 2) by sending a declaration of withdrawal from the Agreement via e-mail to the following e-mail address: [biuro@alingua.pl](mailto:biuro@alingua.pl).
4. To meet the deadline for withdrawing from the Agreement, it is enough to send a statement before its expiry.
5. If the Customer submits a declaration of withdrawal from the Agreement by electronic means, Alingua shall immediately send a confirmation of receipt of information on withdrawal from the agreement in a return e-mail.
6. If the Customer submits a declaration of withdrawal from the Agreement, under the conditions set out in the Terms and Conditions, the Agreement is considered not concluded.
7. If the Consumer submitted a statement of withdrawal from the Agreement before Alingua confirmed the acceptance of the Order and conclusion of the Agreement, the offer covered by the Order ceases to be binding.
8. Alingua has the obligation to return the Customer all payments they had made no later than 14 days from the date of receipt of the Customer's declaration to withdraw from the Agreement.
9. Alingua shall refund the payment using the same method of payment as used by the Customer, unless the Customer and Alingua have agreed a different method of refund that does not involve any costs for them or it is not possible or very difficult to make a refund in its original form.

## § 7

### Complaints

1. The deadline for submitting a complaint is determined by the provisions of common law.
2. Complaints regarding services provided by Alingua to customers should be submitted in writing to the address of Alingua's registered office or via e-mail, by sending it to the following e-mail address: [biuro@alingua.pl](mailto:biuro@alingua.pl).
3. The complaint should contain at least a brief description of the reported defect, the circumstances (including the date) of its occurrence, the Customer's identification details (including their contact details) and their request in connection with the reported defect.

4. Alingua shall respond to the complaint request immediately, not later than 14 days from receiving the complaint. If Alingua does not respond to the complaint submitted by the Customer within 14 days of its receipt, Alingua is deemed to have considered the Customer's request justified.

## § 8

### Out-of-court methods for resolving consumer complaints

1. Detailed information regarding the Customer's possibility of using out-of-court ways of handling complaints and redress, as well as the rules of access to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organisations, whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the Internet addresses of the Office of Competition and Consumer Protection.
2. The Customer has access to the resolution of consumer disputes by electronic means using the EU internet platform (ODR platform) at <https://ec.europa.eu/consumers/odr>. The ODR platform is a multilingual, interactive website for servicing consumers and entrepreneurs seeking out-of-court settlement of disputes arising from the conclusion of a remote sales agreement or agreement for the provision of services.
3. Disputes between Alingua and the Customer regarding Alingua's rendering Services may be settled amicably, e.g. by means of proceedings:
  - 1) for out-of-court resolution of consumer disputes, initiated at the request of the provincial inspector of the Trade Inspection competent for Alingua's place of business, pursuant to Article 36 of the Act of 15 December 2000 on Trade Inspection (i.e. Journal of Laws of 2017, item 1063, as amended) on the principles set out in the Regulation of the Prime Minister of 17 May 2017 on the rules for the organisation and activities of the Trade Inspection in out-of-court resolution of consumer disputes (Journal of Laws of 2017, item 1014);
  - 2) before permanent arbitration courts at the provincial inspectors of the Trade Inspection (i.e. Journal of Laws of 2017, item 1063, as amended), on the principles set out in the Regulation of the Minister of Justice of July 6, 2017 on determining the rules for the organisation and activities of permanent arbitration courts at the provincial inspectors of the Trade Inspection (Journal of Laws of 2017, item 1356); the case may be addressed by an arbitration court only if both parties to the dispute agree to it.

## § 9

### Final Provisions

1. The content presented on the Website, particularly advertisements, price lists and other information, is not an offer within the meaning of Article 66 and 66<sup>1</sup> of the Civil Code, and should be treated as an invitation to tender.
2. Alingua is liable for non-performance or improper performance of the Agreement on general terms, unless otherwise provided for in an individually concluded Agreement between Alingua and the Customer.

3. In the event of a dispute hereunder, the parties shall endeavour to resolve the matter amicably. If no agreement is reached, the dispute shall be resolved through court proceedings according to the jurisdiction established based on the provisions of the Code of Civil Procedure.
4. The law applicable to any dispute arising hereunder is Polish law.
5. For auxiliary purposes, the content of the Terms and Conditions may be translated into foreign languages. In the event of discrepancies in the interpretation of the Terms and Conditions disclosed to the Customer in different language versions, the Polish version shall prevail.
6. The Terms and Conditions are changed upon their publication on the Website.
7. The Terms and Conditions shall enter into force on March 1, 2022.