

Terms and Conditions

for providing language translation services to Entrepreneurs

§ 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 Entrepreneurs 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, 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 with the Entrepreneur on a wider range of services than specified in these Terms and Conditions.
5. Alingua provides services to Entrepreneurs based on the Agreement and these Terms and Conditions.
6. Alingua and the Entrepreneur may individually agree in writing, or via electronic means, on other terms of cooperation, in particular if the Entrepreneur 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, tel. +48 12 357 52 25, tel. +48 692 892 592

Entrepreneur – entity or other organisational unit not being a consumer

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

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

Order – the Entrepreneur’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, as an attachment, delivered in person, or sent by post or courier to the premises of Alingua.
2. By accepting the Terms and Conditions, the Entrepreneur undertakes to protect the content sent to Alingua against malware.
3. The conclusion of a agreement between Alingua and the Entrepreneur requires the following actions:
 - 1) the Entrepreneur’s 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 wit the Entrepreneur,
 - 3) Entrepreneur’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 Entrepreneur’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 Entrepreneur,
 - 5) phone number for contacting the Entrepreneur,
 - 6) for Services that result in creating a specific document – the method of delivery of said document to the Entrepreneur.
5. If the content of the Entrepreneur’s enquiry allows for the presentation of the terms of the Agreement, Alingua shall send them to the e-mail address provided by the Entrepreneur.
6. When presenting the Terms of Service, Alingua may indicate that in order to conclude the Agreement, the Entrepreneur 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 Entrepreneur should provide Alingua with sources of professional vocabulary and allow consultation with the Entrepreneur’s representative.
8. After receiving the conditions of concluding the Agreement, the Entrepreneur 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 Entrepreneur accepting the terms of the Agreement and the Terms and Conditions.
9. The message containing the Terms of Service may include the date on which they are binding for Alingua.
10. The Order shall will 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.

11. If the Entrepreneur does not confirm the terms of concluding the Agreement within the timeframe indicated by Alingua, Alingua may refuse to accept the Order.

12. After the Entrepreneur confirms the Order, Alingua shall send the Entrepreneur 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 Entrepreneur, 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 Entrepreneur 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 <http://www.alingua.pl/en/contact>, by e-mail at 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 Entrepreneur 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 Entrepreneur 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 Entrepreneur, Alingua shall prepare an offer for the conclusion of the Agreement for the Entrepreneur, 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 Entrepreneur to submit the original document to be translated. If the Entrepreneur 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. Regular 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;
- 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 Entrepreneur in the Order, Alingua shall translate 5 standard pages within 1 business day.
11. The translation can be provided to the Entrepreneur:
- 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 Entrepreneur 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. Alingua is not responsible for late delivery of parcels by the Polish Post and courier companies. Delay in the delivery of the parcel (translated text) to the addressee may not affect the agreed payment date to Alingua.
15. The method of delivering documents to the Entrepreneur should be indicated by the Entrepreneur. If the method of delivery is not indicated, it is assumed that Alingua may deliver the documents by electronic means, courier or traditional mail.
16. It is prohibited for the Entrepreneur to provide Alingua any illegal content.
17. All content provided to Alingua by the Entrepreneur is protected against unauthorised access by third parties.
18. Documents delivered to Alingua for translation are handed over to the Entrepreneur upon receipt of the translation. If, for any reason, the documents constituting the basis for the translation are not collected by the Entrepreneur, 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.

19. If the Entrepreneur 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.

20. If the Entrepreneur wants to receive a file with an exact graphic representation, they shall receive an individual DTP service quote.

21. In the case of consecutive and simultaneous interpreting, the settlement unit is an hour or a translation block (4 hours). The price of the service and information on how the settlement shall be made shall be included in the Order quote.

22. If the duration of interpreting in one day is longer than 8 hours, the additional hours are priced individually with the Entrepreneur. Information on the cost of additional hours shall be determined before the service is provided. Interpreting performed on public holidays is also priced individually, and the information about the price of such a service shall be provided to the Entrepreneur before the service is provided.

23. The working time of the interpreter shall be counted from the time for which they were appointed and reported at the place where the ordered interpreting is to be performed, until the end of the interpreting as indicated by the Entrepreneur.

24. If interpreting is to be performed outside the interpreter's place of residence, the Entrepreneur is obliged to provide or cover additional costs, i.e. the costs of accommodation, the interpreter's travel costs and the costs of the interpreter's availability. The time spent by the interpreter to travel to the place indicated by the Entrepreneur is subject to a fee in the amount of 50% of the interpreter's remuneration for an hour of providing services on a given day and place of service provision.

25. When placing an order for interpretation, the Entrepreneur is obliged to provide all available materials at their disposal, e.g. presentations, lists of specific concepts related to a given topic. The Entrepreneur is also obliged to provide all the required personal protective equipment for the Alingua interpreter at the place where the service is to be provided, e.g. a helmet, special clothing.

26. In the case of interpreting done online or by means of remote communication, the Entrepreneur shall provide Alingua in due time with all the information regarding the hardware and technical requirements for the performance of the service.

27. If the interpretation is done via a commercial program, the Entrepreneur is obliged to provide the license to Alingua's interpreter.

28. If the duration of the translation is one business day or less, the Entrepreneur 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 Entrepreneur shall cover 50% of the agreed costs of the Order. If the withdrawal took place on the day the service was provided, the Entrepreneur shall cover 100% of the agreed costs.

29. If the duration of the translation is more than one business day, the Entrepreneur 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 Entrepreneur shall cover 50% of the agreed costs of the Order.

30. Interpreting is only cancelled in writing and should include, in particular, the Order number and authorisation to submit a declaration of cancellation of the Order on behalf of the Entrepreneur.

31. The Entrepreneur may cancel a written translation at any stage of its duration, but is obliged to cover the costs of the translation that was performed by an Alingua translator until the Order was cancelled.

32. Translation is only cancelled in writing and should include, in particular, the Order number and authorisation to submit a declaration of cancellation of the Order on behalf of the Entrepreneur.

§ 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 Entrepreneur pays the amount due via bank transfer to the bank account number provided in the VAT invoice or in PROFORMA invoice.

5. The performed translation, including proprietary and personal copyrights, shall remain the property of Alingua until the full amount due is paid by the Entrepreneur. Along with the payment, the Entrepreneur acquires property copyrights.

§ 6

Alingua's Responsibility

1. Alingua is not liable for substantive errors in translation resulting from ambiguities or errors in the original text.

2. Alingua is not responsible for the improper quality and timeliness of services, or interruptions and delays in the provision of services resulting from reasons beyond its control, such as force majeure, technical issues e.g. computer equipment failures, failures in Internet and telephone connections, power outages, delays caused by the Polish Post or courier companies, destruction of documents by the post, etc..

3. Alingua's liability for damages does not include errors in Express Translations and Accelerated Translations. The Entrepreneur ordering Express Translation or Accelerated Translation accepts the risk of translation errors occurring.

4. The translation service does not include any interference in the substantive layer of the text. If the materials provided for translation contain errors or inconsistencies (including terms used in

a manner inconsistent with the context of their use), Alingua shall present a translation in accordance with the principles of art, made only on the basis of source documents.

§ 7 Complaints

1. The Entrepreneur is obliged to check the compliance of the translation with the materials delivered to Alingua before paying the amount due and before making it available to third parties. Using the translation in any way before payment shall be considered as the Entrepreneur's accepting the translation text without reservation.
2. The Entrepreneur has the right to lodge a complaint regarding the service rendered up to 14 days after its performance. Complaints submitted after this date shall be handled by Alingua for a fee at a rate of 50% of the rate for the given type of service.
3. If the complaint is considered legitimate, Alingua is obliged to remove any translation defects immediately and free of charge, although within a timeframe enabling proper consideration. Alingua reserves the sole right to amend the text subject to the complaint.
4. Alingua is not liable for translation errors in the BASIC option, which do not include verification or proofreading. The Entrepreneur placing an Order to carry out the work in the BASIC option, which only includes the OCR service and translation, accepts the risk of errors in this type of translation.
5. Filing a complaint does not constitute grounds for refusing to pay for the translation, nor can it reduce or delay this payment in any way.
6. The amount of compensation for all damages related to the performance of the Order by Alingua is limited to the net remuneration (excluding VAT) due to Alingua for the performance of said Order. Alingua shall not be responsible for the Entrepreneur's lost profits.
7. The complaint may be submitted in the following way:
 - 1) in person at the Alingua registered office,
 - 2) via traditional mail to the address of Alingua's registered office,
 - 3) by e-mail to the address biuro@alingua.pl.
8. The complaint should include:
 - 1) Entrepreneur's details, including contact details: contact telephone number, e-mail address or correspondence address with an indication of the person submitting the complaint and their signature and a document indicating the authorisation to act on behalf of the Entrepreneur,
 - 2) a detailed description of the Entrepreneur's reservations, with specific indications of errors and their justification (the Entrepreneur's comments can also be clearly marked in the text of the translation, along with indications of the alleged errors, e.g. with selected parts of the text. Comments should be specific and accurate, and should relate to errors arising solely through the translator's fault.
9. Terminological corrections may not constitute the basis for a complaint, provided that, prior to the commencement of the translation, the Entrepreneur provided Alingua with a glossary.
10. The deadline for considering the complaint is 21 days.

11. In particularly justified cases, the deadline for considering the complaint may be extended, which Alingua shall communicate, indicating the reason for not considering the complaint within 21 days.

§ 8

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 66¹ 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 Entrepreneur.
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 by the court with jurisdiction over Alingua's registered office (contractual jurisdiction).
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.