



## TERMS & CONDITIONS

### 1. Identification of Parties

**LingAlter** is the Contractor. Its registered office is: Chaussée d'Alseberg 100, 1060 Saint-Gilles, Belgium. Its current contact e-mail is: [jesse-marion@outlook.com](mailto:jesse-marion@outlook.com). Its VAT registration number is: BE 0800215356.

The Client is any other entity, regardless of its nature, that contacts the Contractor concerning the provision of any Service (see clause 3) and that accepts the Contractor's price quotation (see clauses 5, 7, 8, 9). The Client's rights and obligations are outlined under clause 5.

### 2. General Provisions

These are **LingAlter's** standard Terms and Conditions (hereinafter also as "Terms") which apply to any service provision including, but not limited to, online and offline services.

In submitting a text for translation, localization, post-editing, revision, or proofreading, or submitting any other Service (see clause 3) to be performed by the Contractor, the Client enters into a binding agreement with this Contractor covered by the following terms and conditions:

- 2.1. The objective hereof is the provision of services associated with the scope of business of the Contractor, i.e. mainly translating or revising activities or related services (hereinafter also as "Service" and "Services").
- 2.2. These Terms form an integral part of any contract or a contractual relationship (even if such contract is not formally signed) between the Client and the Contractor and they are binding on both Contracting Parties.

- 2.3. A contract on provision of language services (general contract or contract concerning (i) particular translation, localization, post-editing, revision, or proofreading services, (ii) creative writing and copywriting services, and/or (iii) language classes) may be concluded in writing. In case of conflict, the provisions of such written contract shall prevail over the provisions hereof.
- 2.4. A contractual relationship between the Contractor and the Client may be established even without concluding a written contract based on a written order (usually placed by email or via the Contractor's website) which was sent or otherwise delivered to the Contractor and accepted by the Contractor in writing. Such an order shall be binding on both Contracting Parties.
- 2.5. A written inquiry or order, hereinafter referred to as "Inquiry", is such an order that contains all following requisites (see point 2.6.) and that has been delivered to the address of the Contractor by regular mail or e-mail. The Client shall have the right to receive a non-binding and free of charge price quotation and a time schedule based on its inquiry or order sent to the Contractor.
- 2.6. The Inquiry shall contain the following data (unless communicated to the Contractor in another manner and accepted by the Contractor in writing):
  - 2.6.1. the exact correspondence address of the Client and also an invoice address if it is different from mailing address, including a Registration number and a Tax Registration number;
  - 2.6.2. the contact details of the ordering person;
  - 2.6.3. the specification of Service (translation, localization, post-editing, revision, or proofreading services, creative writing or copywriting services, or language classes);
  - 2.6.4. the desired delivery date of translation or date of provision of the Service (subject to acceptance or modification by the Contractor);
  - 2.6.5. the purpose of the required translation (especially in case of texts intended for public presentation or publication);
  - 2.6.6. other requirements concerning text editing (required types of checking and proofreading);

- 2.6.7. the requirements concerning graphic layout of the text or document format;
  - 2.6.8. the contact person that can be consulted if necessary for technical terminology and abbreviations;
  - 2.6.9. a stamp and signature (normally not required for orders delivered by email; however, the Contractor shall have the right to ask subsequently for a printed order bearing the stamp and signature of the Client, while such a subsequent requirement shall not affect already confirmed electronic orders).
- 2.7. An acceptance in writing by the Client of a valid price quotation delivered by the Contractor in writing (usually electronically) to the Client shall also be considered a binding written order based on which a contractual relationship shall arise between the Contractor and the Client upon the acceptance of such Inquiry by the Contractor. The Contractor may exclude the acceptance of a price quotation with amendments or deviations in advance in the price quotation or in other similar manner. See Point 4. below for more information on acceptance and delivery of work.
- 2.8. The Contractor shall charge the Client a basic rate and determine a normal deadline provided that the source text is a general, comprehensive, legible text provided in standard format without any special graphic adaptations required, and in normal scope. If the text and its format are more graphically demanding (e.g. PDF) or more voluminous (more than 1500 source words per one working day and translator), the Contractor shall have the right to ask for a longer deadline or invoice an extra charge. If the Contractor receives the source text from the Client before the translation work is started, the Contractor shall inform the Client about the text's higher degree of difficulty and to agree on appropriate conditions (longer deadline, price for research work or graphic adaptations, etc.). If the entire text is not available to the Contractor before the translation work starts and higher difficulty of the text arises only during the translation work, the Contractor shall have the right to ask for extension of the deadline or an extra charge during the translation work.

- 2.9. The Client acknowledges that they become owner of the translation only after the full price for the ordered and completed service is paid.
- 2.10. The Contractor and the Client shall treat all information and documents provided by the other party as confidential, and they shall not disclose them to any unauthorized person. The Contractor's authorized persons shall be translators, proof-readers, graphic designers, interpreters or other external workers who have concluded a Non-Disclosure Agreement with the Contractor. Should any of the Contracting Parties disclose or use the confidential information without authorization, it shall make restitution to the other party of everything it has received at the expense of the party in breach. In addition to the above and subject to these general conditions the injured party shall be entitled to claim damages caused to it by the unauthorized use of the confidential information.
- 2.11. The Contractor shall not be liable for any possible consequences arising from breach of copyrights that is caused due to the Client.
- 2.12. These Terms are in force and effect as from 1 April 2023.
- 2.13. The Contractor reserves the right to amend the provisions of these Terms. Such an amendment must be announced by the Contractor on the Contractor's website on the day from which the new Terms shall be in force and effect in order to make it clear from which date the new Terms are effective. The Contractor keeps the older versions of Terms in its archive.

### 3. Services

- 3.1. Definition of terms
  - 3.1.1. **Translation** – set of processes to render source language content into target language content in written form;
  - 3.1.2. **Localization** – set of processes to render source language content into target language content in written form that concern any computer-related content – be they software, applications, (mobile, console or computer) video games, or of any other nature – and that require a greater adaptation (of content, style, cultural notions, etc.) to be suitable for the medium concerned;

- 3.1.3. **Post-editing** – set of processes to edit and correct machine translation output of source language content into target language content in written form;
- 3.1.4. **Revision** – bilingual examination of target language content against source language content to ascertain the former's correctness and accuracy and suitability for its agreed and intended purpose. Verification of the general quality of translation, rectification of grammatical mistakes, check of integrity and graphic layout. Revision is performed by a reviser, who has to have same competencies and qualifications as a translator;
- 3.1.5. **Proofreading** – monolingual examination of target or source language content only for its suitability for the agreed purpose. Verification of use of technical terms connected with the appropriate technical field and consistency of used terms in accordance with a provided or created glossary of terms, referential texts or otherwise. Verification of the general quality of the text, rectification of grammatical mistakes, check of integrity and graphic layout. Rectification of style (e.g. word order in sentences or order of entire sentences, comprehensibility and readability regarding the given purpose, target country and target reader). In cases such as Bachelor's and Master's theses, possible provision of academic advice, depending on the Client's needs and demands, and the Contractor's availability;
- 3.1.6. **Creative writing** – set of processes to create original and authentic language content in written form;
- 3.1.7. **Copywriting** – set of processes to create original and authentic language content in written form that specialize in marketing fields;
- 3.1.8. **Language class** – set of processes to teach languages to learners from various levels depending on the agreed purpose, to identify weaknesses to remedy, and to practise language skills, be it in written or spoken form;
- 3.1.9. **Source language** – language in which the original text and/or material to be processed is created, be it in written or spoken form;
- 3.1.10. **Source text** – original text in a language to be processed;

- 3.1.11. **Source word** – a word of the original language content to be processed;
- 3.1.12. **Target language** – language into which content in another language is created;
- 3.1.13. **Target text** – text to be created as a result of a translation, localization or post-editing process;
- 3.1.14. **Target word** – a word of from the target text;
- 3.1.15. **Graphic adaptation** – graphic modification of texts, graphs and images in the required form in a relevant graphic editor;
- 3.1.16. **Computer-aided translation/CAT** – part of translation workflow in which a variety of software applications are used to support the task of human translation and that is different from machine translation;
- 3.1.17. **Machine/automated translation** – translation software able to process a source text into a target text quickly, but that needs its final product to undergo substantial expert revision and that does not replace human intervention;
- 3.1.18. **Minor Error** – inaccuracy that may slightly change the original meaning of the intended message without misleading anyone, but that will remain noticeable, e.g. a minor error in formatting (e.g. interchange of bold letters and italics. Improper style that will not affect the meaning. A minor grammatical or syntactic error will only slightly break grammar rules to abide by. A minor typing error that will not change a meaning;
- 3.1.19. **Major Error** - an error that may confuse or misguide a user, e.g. change in meaning, inaccuracy, language mistake or serious omission. An error in visible parts of a document or software (e.g. header, headline, chapter name, help). Failure to include a serious comment. A considerable grammatical or syntactic error;
- 3.1.20. **Critical Error** – a blatant and extraordinary error which has major effect on the entire text, e.g. severe mistakes in meaning (i.e. opposite meaning being expressed), errors on a front page or in a table of content, etc.. An error that can impede the correct understanding of a message, cause failure of an application or affect the functioning of

software. A fatal error that may have legal, safety, health or financial consequences. An offending or abusive error;

- 3.1.21. **One standardized page** (1 SP) - 30 lines of 60 keystrokes, i.e. 1800 characters including one space after each word;
- 3.1.22. **One normal A4 format page** – contains variable number of standard pages depending on the font and size of letters. It may consist of 0.5 standardized pages, but also of 6 and more standardized pages if small fonts are used;
- 3.1.23. **Normal deadline for translation** – 1500 source words translated during one working day by one translator. The day of receipt of basic documents by the Contractor is not included in the number of working days;
- 3.1.24. **Office hours** for acceptance of orders are from 8 am to 5 pm Central European Time (UTC + 2 hours) on working days, i.e. from Monday to Friday, unless otherwise agreed;
- 3.1.25. **Translation memory** – database that stores segments of translated texts (i.e. the source bits of text with their respective translations into one or more languages) and that ensures quality and consistency across translation projects;
- 3.1.26. **Term banks/glossary** – database that stores lexical units, i.e. words or expressions, with their respective possible translations into various languages;
- 3.1.27. **Duly ordered service** – any service agreed upon by both the Client and the Contractor upon the acceptance of a price quotation by both parties.

#### 4. Acceptance and Delivery of Work

- 4.1. The Contractor shall confirm receipt of the inquiry or Order immediately on its receipt in the nearest possible term within its office hours. If the inquiry or order is received at the end of office hours or later, the Contractor may send the confirmation on the following working day.

- 4.2. The Contractor shall set a delivery date for the provision of any Service in writing, typically when emitting a price quotation. Once the price quotation is accepted by the Client.
- 4.3. Should the Client's acceptance of the price quotation and, by extension, of the delivery date be delayed for any reason not acknowledged by both the Contractor and the Client, the Contractor shall have the right to modify the delivery date accordingly if seen fit and/or necessary.
- 4.4. If the Client requests delivery of the work performed by the Contractor and the Contractor can prove that it was sent on time and in an agreed (or usual – typically via mail or e-mail) way, this shall not be considered a late delivery.
- 4.5. If the Client refuses to take over the duly made work without any serious reason acknowledged by the two Parties, the work is considered done and delivered. The Contractor shall have the right to make an invoice and the Client shall pay it.
- 4.6. Depending on the Service, a deposit (hereinafter also as Deposit) to be paid by the Client may be required. The Deposit will be subtracted from the final invoiced amount due by the Client to the Contractor.
- 4.7. The typical Deposit is 10% of the total amount provided in the price quotation provided to the Client and agreed upon by both the Client and the Contractor.

## 5. Rights and Obligations

- 5.1. The Client shall communicate to the Contractor the purpose for any Service. This concerns especially a public presentation or publication of the resulting work (in the form of printing or publishing on the Web) or its legal use (e.g. use of a contract for a legal action) or other use that requires relevant proofreading.
- 5.2. If the Contractor is not given this purpose, the Contractor considers that the translation is intended for a general purpose and any later claims shall not be accepted for the reasons concerning the purpose of use of the translation. If the Client intends to use the translation for publication or for any other than general purpose (i.e. non-specific to a field or an activity, or a type of presentation), the order must specify relevant proofreading.



- 5.3. If the source text for translation contains any technical terms, special company terminology, uncommon abbreviations, etc., the Client shall provide the Contractor with a list of relevant terms in the appropriate language, background documentation containing agreed terminology (referential texts) or ensure the possibility for the Contractor to consult the terminology with a concrete appointed employee of the Client or translation memory or term bank. If this is not the case, the Contractor shall apply general terminology used in similar texts and no later claims concerning terminology shall be considered.
- 5.4. The Client shall inform the Contractor if it requires any graphic adaptation of the document and specify the details. The same shall apply also to the format of a target document, providing that it should be different than the source text.
- 5.5. If the Contractor is not informed about the necessity to make graphic adaptations or about a specific format of a target document, no claims connected with such layout of the document shall be considered.
- 5.6. If any piece of information required by the Contractor for the proper performance of any Service is not communicated to the Contractor by the Client (as exposed above under clauses 5.1. to 5.5.), the Contractor may agree to keep working on such Service and issue an updated price quotation to the Client. Because such a price quotation will then result from the Client's negligence, it will be considered accepted by the Client by default.
- 5.7. The Client shall inform the Contractor about all circumstances that could have any impact on payment for the work. The Client shall inform the Contractor if there is any decision on declaration of bankruptcy of the Client or if the Client is in liquidation.
- 5.8. If the Client cancels any duly ordered Service without a serious reason acknowledged in writing by both the Client and the Contractor, the Client shall be obliged to pay cancellation fees in the amount specified under point 5.9. An updated price quotation as laid out under clause 5.6. is no reason for cancellation.

5.9. No matter the Service, cancellation fees linked to any duly ordered Service to be cancelled by the Client without a serious reason acknowledged in writing by both the Client and the Contractor are proportional to the amount of work time spent by the Contractor or, if applicable, the amount of source words already processed by the Contractor, with a minimal cancellation fee of 50% of the total amount provided to the Client and agreed upon by both the Client and the Contractor in the price quotation. The Deposit paid by the Client to the Contractor shall not be paid back by the Contractor or deduced from any cancellation fees.

## 6. Service Claims

### 6.1. Translation services

6.1.1. A translation is considered faulty if it was not made in accordance with the order (e.g. scope or required graphic layout) or in adequate quality. Such failure is to be proven at the Client's expense only.

6.1.2. In any other case it is considered that the translation was made properly.

6.1.3. The Contractor provides an unlimited guarantee for the quality of their work, meaning that the Client is authorized to make warranty claims arising from defects of the translation in an unlimited period of time from the receipt of the translation; however, always in a reasonable period from the moment the Client discovers, or should have discovered assuming proper care, such defects. Any claim may be done in person, by fax, electronic mail or regular post. The claim must contain concrete reasons and description of defects and scope of their occurrence and may also contain a proposal for resolving the claim. The Client will not be able to assert this provision in the case of translations where the Contractor, either under the contract or based on any other written agreement, concluded with the Client, is not allowed to retain the source and target texts, and for this reason will not have them available at the time of the claim where applicable.

- 6.1.4. If the Contractor considers the claim as justified, it shall ensure appropriate rectifications or proofreading immediately and at its own expense.
- 6.1.5. If the Contractor considers the claim as justified and the Client does not accept rectifications from the Contractor, the Client shall be offered a discount determined by the Contractor and corresponding to the scope of defects.
- 6.1.6. If the Client has any doubts regarding quality of translation and has the quality assessed, or proof-read or a new translation performed by a third party without the Contractor's knowledge and approval, such work will be performed at the Client's expense. The Contractor shall then have the right to ask for another assessment by an expert agreed upon by both parties, with fees originating from such a nomination to be paid by both parties equally.
- 6.1.7. In case of any dispute arising between the Contractor and the Client on justice of the Client's claims concerning the Contractor's liability for defects or amount of discount, the Parties undertake to resolve the dispute by amicable settlement in the form of an expert opinion of an independent translator or language expert appointed on the basis of agreement of both the Parties. This translator shall be an independent translator on the list of sworn translators and interpreters of a competent court, or a native speaker agreed by the Parties. Both Parties shall be informed about the estimated price for the expert opinion in advance.
- 6.1.8. An independent translator or language expert shall judge the quality of the translation in comparison with the source text (not only the target text separately). Both the Client and the Contractor shall have the right to give all relevant information concerning the claim to the independent translator.
- 6.1.9. Both the Client and the Contractor shall pay an advance payment for the expert opinion pursuant to point 6.1.8. in equal amounts. Final settlement of the costs shall be made according to the result of the claim procedure.

- 6.1.10. In such case an amount of discount shall be set based on the expert's opinion.
- 6.1.11. The Contractor shall be liable for any damage due to defects in translation up to the price for the translation.
- 6.1.12. If the expert opinion states that the claim is not justified, any and all costs connected with the expert's opinion shall be covered by the Client.
- 6.1.13. The claim shall have no suspending effect on maturity of the issued invoice of the claimed service or on other type of payment for the service rendered.
- 6.2. Localization services
  - 6.2.1. The same provisions as outlined in points 6.1.1. to 6.1.13. apply to localization services.
- 6.3. Post-editing services
  - 6.3.1. The same provisions as outlined in points 6.1.1. to 6.1.13. apply to post-editing services.
- 6.4. Revision services
  - 6.4.1. The same provisions as outlined in points 6.1.1. to 6.1.13. apply to revision services.
  - 6.4.2. Revision services typically come at an hourly cost that depends on the document sent by the Client to the Contractor.
  - 6.4.3. An hour totals sixty (60) minutes. As of the first twenty (20) minutes of work, the entire hour is to be invoiced by the Contractor to the Client.
- 6.5. Proofreading services
  - 6.5.1. The same provisions as outlined in points 6.1.1. to 6.1.13. apply to proofreading services.
  - 6.5.2. Proofreading services typically come at an hourly cost that depends on the document sent by the Client to the Contractor.
  - 6.5.3. An hour totals sixty (60) minutes. As of the first twenty (20) minutes of work, the entire hour is to be invoiced by the Contractor to the Client.
- 6.6. Creative writing and copywriting services
  - 6.6.1. The same provisions as outlined in points 6.1.1. to 6.1.13. apply to creative writing and copywriting services.

- 6.6.2. Creative writing and copywriting services typically come at an hourly cost that depends on the document sent by the Client to the Contractor.
- 6.6.3. An hour totals sixty (60) minutes. As of the first twenty (20) minutes of work, the entire hour is to be invoiced by the Contractor to the Client.
- 6.7. Language classes
  - 6.7.1. A language class or teaching is considered faulty if it was not made in accordance with the order in terms of timing and content. Such failure is to be proven at the Client's expense only.
  - 6.7.2. In any other case it is considered that the class was taught properly.
  - 6.7.3. The Contractor provides an unlimited guarantee for the quality of their work, meaning that the Client is authorized to make warranty claims arising from defects of a language class in an unlimited period of time from the moment the class occurred; however, always in a reasonable period from the moment the Client discovers, or should have discovered assuming proper care, such defects. Any claim may be done in person, by fax, electronic mail or regular post. The claim must contain concrete reasons and description of defects and scope of their occurrence and may also contain a proposal for resolving the claim.
  - 6.7.4. If the Contractor considers the claim as justified, it shall ensure appropriate rectifications immediately and at its own expense.
  - 6.7.5. If the Contractor considers the claim as justified and the Client does not accept rectifications from the Contractor, the Client shall be offered a discount determined by the Contractor and corresponding to the scope of defects.
  - 6.7.6. If the Client has any doubts regarding the quality of such classes and has the quality assessed by a third party without the Contractor's knowledge and approval, such work will be performed at the Client's expense. The Contractor shall then have the right to ask for another assessment by an expert agreed upon by both parties, with fees originating from such a nomination to be paid by both parties equally.
  - 6.7.7. In case of any dispute arising between the Contractor and the Client on justice of the Client's claims concerning the Contractor's liability for

defects or amount of discount, the Parties undertake to resolve the dispute by amicable settlement in the form of an expert opinion of an independent translator or language expert appointed on the basis of agreement of both the Parties. This translator shall be an independent translator on the list of sworn translators and interpreters of a competent court, or a native speaker agreed by the Parties. Both Parties shall be informed about the estimated price for the expert opinion in advance.

6.7.8. An independent translator or language expert shall judge the quality of the translation in comparison with the source text (not only the target text separately). Both the Client and the Contractor shall have the right to give all relevant information concerning the claim to the independent translator.

6.7.9. Both the Client and the Contractor shall pay an advance payment for the expert opinion pursuant to point 6.7.8. in equal amounts. Final settlement of the costs shall be made according to the result of the claim procedure.

6.7.10. In such case an amount of discount shall be set based on the expert's opinion.

6.7.11. The Contractor shall be liable for any damage due to defects in language classes up to the price for said classes.

6.7.12. If the expert opinion states that the claim is not justified, any and all costs connected with the expert's opinion shall be covered by the Client.

6.7.13. The claim shall have no suspending effect on maturity of the issued invoice of the claimed service or on other type of payment for the service rendered.

## 7. Responsibility and Liability

7.1. The Services shall be carried out using reasonable skill and care in accordance with the standards of the industry.

7.2. No terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the Services shall be incorporated by either

the Client or the Contractor unless expressly set out in these Terms or agreed upon in writing.

- 7.3. The Contractor shall incur no liability to the Client for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of the Contractor prior to the contractual relationship set by these Terms, whether orally or in writing, and the Client shall not be entitled to rescind the contractual relationship on the grounds of any such misrepresentation.
- 7.4. The Contractor shall use reasonable endeavours to provide the Services to meet the specific requirements of the Client provided that the Client notifies the Contractor in writing of any specific requirements and these requirements are agreed in writing between the parties prior to acceptance by the Contractor of the relevant inquiry or order.
- 7.5. The Client acknowledges that any piece of work linked to any Service submitted to the Client over the Internet cannot be guaranteed to be free from the risk of interception even if transmitted in encrypted form. The Contractor has no liability for the loss, corruption or interception of such piece of work.
- 7.6. In respect of death or personal injury resulting from the Contractor's negligence and subject to clause 7.8., the Contractor's liability to the Client in respect of the provision of any Service and/or any piece of work linked to such Service shall be limited as follows:
  - 7.6.1. The Contractor shall not be liable for loss of profits, business, contracts, revenue, damage to the Client's reputation or goodwill, anticipated savings, and or any other indirect or consequential loss or damage whatsoever;
  - 7.6.2. The Contractor's entire liability to the Client under any contract relationship including, but not limited to, in respect of the Service and any piece of work linked to such Service shall not exceed the price payable to the Contractor by the Client according to these Terms.
- 7.7. The Contractor shall not be liable to the Client for damages due to non-realization of the concluded contract if this happens due to unforeseeable and unavoidable circumstances that the Contractor could not prevent.

- 7.8. The Client must notify the Contractor within thirty (30) days of delivery of the Service of any claim arising out of the provision of such Service (hereinafter as "Claim"), together with full details of any Claim. In any event, the Contractor shall not be liable to the Client if the Client fails to notify the Contractor of any Claim within a reasonable time of delivery of the Service.
- 7.9. Any of both Parties wishing to withdraw from the contractual relationship that binds the Client to the Contractor and vice versa as set in these Terms shall inform the other Contracting Party in writing about such withdrawal.
- 7.10. The Client's withdrawal from the contractual relationship set in these Terms is considered a cancellation as defined and detailed under clauses 5.8. and 5.9. Under such cancellation, the Client is liable to the Contractor as laid out under clause 5.9.

## 8. Prices

- 8.1. Prices for all services are contractual and they are agreed between the Client and the Contractor in writing. Prices are defined either in a contract or in a price quotation confirmed by the Client in writing (post, email body or scans).
- 8.2. All price quotations exclude VAT, according to Article 56bis of the Belgian VAT Code.
- 8.3. Rates for translation, localization and post-editing services are set with respect to: kind of translation, language combination, demands of the text, quality of a source text, required delivery date, required graphic layout, file format and/or the Client's other requirements.
- 8.4. Hourly rates for revision and proofreading services are set with respect to: kind of text, language combination, demands of the text, quality of the target/original text, required delivery date, required graphic layout, file format, content accuracy, correctness and appropriateness of grammar and style, and/or the Client's other requirements.
- 8.5. Hourly rates for language classes are set with respect to: learner level, learning purpose, learner's self-practice and autonomy, language concerned, needs and demands of the learner, number of hours dedicated to the class, required delivery date, and/or the Client's other requirements.



- 8.6. If the source text is in a format that does not allow to determine the number of source words or if it is in printed form, the price provided in the price quotation is calculated based on the number of translated words. In this case, quotations are based on estimated number of words counted manually and the price is invoiced according to the real number of words in the translated text (target language). The Contractor shall thus have the right to modify the total amount due by the Client accordingly.
- 8.7. The minimum invoiced number of words is 300 source (or target) words, unless agreed otherwise in the contract or order.
- 8.8. The Contractor shall have the right to set an extra charge for work during weekends and holidays, for translation or transcription of audio or video recordings, translation of poorly legible texts or express translations (more than 1500 source words in one working day and per one translator).
- 8.9. The Client shall have the right to ask for a discount in case of a large order. The Contractor shall have the right to accept or reject such discount inquiries to the Contractor's discretion only.

## 9. Payment Terms

- 9.1. The basis for payment of price for performed services is an invoice issued by the Contractor and having the date of maturity stated on the invoice (hereinafter and on the invoice as "Due Date"). The general Due Date is set to thirty (30) days upon emission of an invoice, unless agreed otherwise in writing.
- 9.2. The Contractor shall be entitled to issue to the Client an invoice at the moment of handing over the finished work or after the end of the provision of any Service.
- 9.3. The Contractor shall be entitled to issue to the Client an advance invoice even before the beginning of work or during its performance. The advance invoice is payable on the Due Date stated in the invoice.
- 9.4. Where the parties agreed that the Contractor may issue an invoice to the Client only after the work is completed and delivered, but the time of completion of the work is unreasonably extended for reasons on the Client's part (e.g., but not limited to, due to graphic modifications, programming or

corrections or proofreading by the Client lasting longer than one (1) month), the Contractor shall be entitled to issue an invoice to the Client for already completed and handed over work. Any remaining extra amount will be charged by the Contractor to the Client in a separate invoice.

- 9.5. In the event of a delay in payment, the Client shall pay the Contractor a contractual fine in the amount of 2% of the invoiced amount due for each day of delay for payment, unless otherwise stated in writing.

## 10. Final Provisions

- 10.1. The provisions that are not defined under the present Terms or in any contract between the Contractor and the Client (with it being agreed that the provisions in the contract shall prevail over the provisions of the present Terms) shall be governed by the legal regulations applicable in Belgium.
- 10.2. The Client is aware that the Client, as a natural person or a natural person representing their own legal entity – sole trader (sole proprietor in US) (this provision shall not apply to legal entities), is obliged to give their consent/dissent, concerning the processing of their personal data by the Contractor in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (known as GDPR, see below in this paragraph). The consent or dissent may be expressed either when sending an inquiry on <https://www.lingalter.com>, or by sending an email to the following address: [jesse-marion@outlook.com](mailto:jesse-marion@outlook.com). The Client is kindly asked to formulate their consent or dissent as follows: "I agree/disagree with the processing of my personal data by the Contractor (within the meaning of provisions of paragraph 10.2. of the Terms and Conditions of the Contractor, available on <https://www.lingalter.com> and the GDPR rules)." The subject of the e-mail should state: "customer – natural person – consent" (or dissent). If we receive your consent, the personal data will be processed by the Contractor as the controller and processor of personal data. The Client is aware that the provision of personal data is voluntary. The Client has the right towards the Contractor to access personal data, as well as the right to amend personal data, request an

explanation, remove defects and incorrect situations, and the right to the protection of personality.

- 10.3. In the case of expressed consent, the Client grants their unconditional consent to the Contractor, being the controller and processor of gathered personal data, included in the Contractor's database, to process and use the Client's personal data set forth in the Client's (being a natural person) order (or in the order confirmation). The personal data will not be shared with any third party, unless notification of such event is sent beforehand. The Client grants their consent as per this paragraph for the term of their business relationship with the Contractor. The Client can revoke this consent at any time, free of charge, using the Contractor's e-mail address: [jesse-marion@outlook.com](mailto:jesse-marion@outlook.com).
- 10.4. The Contractor undertakes to work in accordance with the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL General Data Protection Regulation (GDPR) of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which entered into force on 25 May 2018, and in accordance with the Data Protection Act of 30 July 2018.