



GENERAL TERMS AND CONDITIONS OF PANGEA TRANSLATION SERVICES

Article 1

Definitions and Interpretations

Terms stated below shall have the following meanings and may be used in the singular or plural as appropriate.

“Localization Service Provider (LSP)” means PANGEA TRANSLATION SERVICES LTD a company limited by shares, duly registered under the laws of the Republic of Cyprus with Registration Number HE 362046, having its registered office in Maximos Court A', Arch. Leontiou A' 254, 3020, Limassol

“Client” means a natural or legal person to whom services will be provided by the LSP;

Article 2

Introductory provisions

1. The General Business Terms and Conditions shall constitute the basis for all contracts entered into by the Client and the LSP.
2. The Client and the LSP shall enter into a contract based on the approval of a quote.

The latter may take the form of an e-mail or a completed electronic order form (hereinafter referred to as the “Order”).

3. Changes to or the the accepted conditions of the contract shall be subject to the consent of both Contracting Parties.

Article 3

Subject of Contract

The LSP shall provide to the Client the services of translation, localization, editing, copywriting, design localization and other related language services in line with the requirements of the Order (hereinafter referred to as “the Work”).

Article 4

Translation

1. General Provisions

- 1.1. After having fulfilled the conditions stipulated in Article 1, the LSP shall undertake to perform the Work according to the agreement and by taking the agreed language, deadline and manner of delivery into account.
- 1.2. By placing the Order, the Client shall undertake to accept the performed Work and pay the agreed price for it according to Articles 4 and 5 below.
- 1.3. If any changes and/or revisions are made to the source text or project specifications at any time while the work is in progress, the LSP's fee, charges, and terms of delivery may be adjusted by mutual agreement in writing.
- 1.4. The delivery date agreed to in advance between the LSP and the Client will become binding only after the LSP has received and reviewed the source material and Client's instructions and both parties have agreed in writing on the project specifications.

2. Delivery Deadline

- 2.1. The Client must receive the performed Work by the deadline and in the manner specified in the Order.
- 2.2. The Client or its authorized employee must confirm the receipt of the performed Work immediately, which at the same time means that the Work was performed by the agreed deadline and delivered in the agreed manner.
- 2.3. If the Client fails to fulfil its obligation stipulated in item 2.2. of this Article and poses no questions regarding the Work within 24 hours following the delivery deadline, the LSP shall assume the Client to have received the performed Work by the agreed deadline and in the agreed manner.
- 2.4. All deliverables should be delivered via the LSP's system, email or shared folder (according to what has been agreed in the Order).

3. Rights and Obligations

- 3.1. The LSP serves as an independent contractor of the Client in the performance of the Work. Nothing contained or implied in those Terms and Conditions creates a relationship of employer- employee between the Client and the LSP nor does it create a joint venture, partnership, or similar relationship between the Client and the LSP. The LSP is free from direction and control over the means and manner of providing the Work, subject only to the right of the Client to specify the desired results.
- 3.2. Each Party will indemnify and hold harmless the other Party, as well as its subsidiaries, directors, officers, agents, and employees from and against all claims, liabilities, and expenses, including reasonable attorneys' fees, which may result from acts, omissions, or breach of this Agreement by the indemnifying Party, its subcontractors, employees, or agent and this provision shall survive the termination of this Agreement.
- 3.3. The LSP undertakes to provide the service requested as conscientiously as possible and in a satisfactory quality according to the standards set by the Parties through their communication at the beginning of this agreement.
- 3.4. Notwithstanding anything to the contrary, except in case of willful misconduct or gross negligence, LSP's entire liability to the Client for damages or other amounts arising out of or in connection with the Services provided by the LSP hereunder shall not exceed the total amount of payments made by the Client to the LSP under this Agreement.
- 3.5. The LSP will not be liable to the Client for any delay or non-performance of its obligations arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God; governmental act; war; fire; flood; failure of an utility service outside the LSP's reasonable control; failure of a transport network; accident, strikes, lockouts or other industrial action breakdown of plant or machinery; explosion; or civil commotion.

4. Complaints

- 4.1. The performed Work shall be deemed imperfect if it is not performed pursuant to the Order.
- 4.2. Complaints shall be accepted in writing only. The Client shall provide evidence that the quality of the specific service is inadequate. The absence of any such written communication within a period of 28 working days from the delivery date, shall represent tacit approval of the specific service on the part of the Client.
- 4.3. On the occasion that the Client is unsatisfied with any of the LSP's services for a specific reason listed under this Terms and Conditions and the Client's complaint proves to be justified, the LSP agrees to make all necessary corrections and adjustments at its own expense.
- 4.4. The LSP will cover the following: a) incorrect translations, b) omissions, c) typos, d) grammatical mistakes, e) ignored/forgotten terminology as requested by the client.
- 4.5. The LSP will not cover the following: a) style preferences that were not communicated in the project brief, b) terminology preferences that were not specified by the client, c) unsatisfactory translations that are due to poor, incorrect, incomplete, incoherent or obscure source texts.
- 4.6. In order for the quality guarantee terms to apply, it is required that the Client will submit any complaints within 15 business days of receiving the project(s). If the LSP fails to make the corrections within a reasonable time-frame, then the LSP will issue a refund to the Client and/or will not issue an invoice to the Client for the said project(s).

5. Confidential Information

- 5.1. All knowledge and information which the LSP acquires during the term of the project, are confidential if they are expressly identified by the Client in writing as such.
- 5.2. The business and products of the Client will be maintained in confidentiality by the LSP and shall not be divulged or published and shall not be authorized by the LSP to be divulged or published by others, except as expressly authorized by the Client in writing.

- 5.1 Confidential Information will not include:
- a. information that is, or becomes, known to the public other than through the default or negligence of the LSP;
 - b. information that is rightfully received by the LSP from a third party entitled to disclose it;
 - c. information which the LSP can prove was in its possession at the date it was received or obtained
 - d. information that is independently developed by or for the LSP.
- 5.3. In addition, the Parties may disclose Confidential Information to the extent required by Applicable Law, including, without limitation, as required by subpoena, order or request of any court, governmental, regulatory, or other relevant authority, agency or organization, but such disclosure shall be only to the extent and only for so long as necessary to comply with such Applicable Law.
- 5.4. Where the Parties receive any personal data as defined by the Personal Data Protection Act 2016 (the Act) from the other Party, they shall ensure that they fully comply with the provisions of the Act and only deal with the data to fulfil their obligations under the contract.
- 5.5. In fulfilment of their obligations under the Act the Parties shall have such systems in place to ensure:
- a) Full compliance with the Act which deals with the security of personal data
 - b) The reliability of all their employees who may be involved in processing the personal data
 - c) Shall allow to the other Party reasonable access to such information as is necessary to ensure that the other Party is complying with the above provisions and the Act as a whole.

Article 5

Fees

1. The fees shall be determined based on the valid pricelist of LSP's services and the price calculation procedure described in the pricelist.
2. The Client agrees to pay the LSP the fees set forth in each work for services as those are defined in the price list. Any fee(s) agreed in advance between the Client and the LSP become(s) binding only after the LSP has received and reviewed the source material and Client's instructions, and both parties have agreed in writing on the project specifications.

3. Supplementary charges may also be agreed in advance, for example those arising from: (a) inconsistent text, poorly legible copy, or complicated layout or presentation; and/or b) certification; and/or (c) priority work or work outside normal business hours.
4. In the event that the Client requests any additional services or if the LSP experiences unforeseen additional costs, the cost of services specified in the Price List attached to this Agreement may be increased upon the agreement of both parties.
5. The pricelist of services provided by the LSP is an essential, integral part of the these General Business Terms and Conditions.

Article 6

Terms of Payment

1. Payment in full must be made by the Client to the LSP as per due date on the Invoice issued according to the terms stated in the Order that has been agreed by both sides.
2. In the event the client cancels a project he has already accepted, the LSP is entitled to charge 20% of the project's total cost as a compensation or the cost of the work that has been completed until the moment of cancellation.
3. Any payments for fees or costs not received by the LSP within seven (7) working days of the due date will be deemed late and shall be subject to a 5% per month late charge. In that case the Client agrees will be responsible for LSP's costs in collecting late payments due from Client, including reasonable attorneys' fees. In cases of Force Majeure, the grace period of seven (7) working days won't be extended.
4. In payments made via an automated method such as Bank Transfer, Pay Pall, Direct Debit or Credit Card the Client will be responsible to pay any bank charges for the relevant payment. In the case that the Client charge the LSP with any such charges then the amount of any such charge will be added on the Client's account and is considered to be due to the LSP and the LSP will have the right to charge/or claim this amount on the Client's next Invoice.

Article 7

Final Provisions

1. Unless otherwise stipulated in these General Business Terms and Conditions, the legal relationship between the Contracting Parties shall be subject to the relevant legal provisions.
2. The text in the above mentioned General Business Terms and Conditions shall be binding on the Contracting Parties.
3. The LSP has the right to update and/or change the terms and conditions anytime, without prior notice or update to the client. By accepting the quote, the Client agrees with the Terms and Conditions.