

## **WORD360**

### **Terms and Conditions of Service**

In these Terms & Conditions, "Company", "we", "us", and "our" means **Word360 Limited** a company registered in England, (No. 5498277), the registered office of which is at 6, The Cloisters, 11-12 George Road, Birmingham, B15 1NP.

These are our Standard Terms and Conditions ("Terms and Conditions") which apply our service provision and purchases including, but not limited to, online and offline services.

The parties' agreement for the licensing, use and provision of the Services is made up of (i) these Terms and Conditions; (ii) the Quotation; and (iii) any other written document either issued by Word360 (and expressly referring to and incorporating itself into the agreement) or any amendments or supplements to the agreement signed and agreed in writing between the parties. Together the above documents shall constitute and be known as the "Agreement" and they shall form the contract between the parties to the exclusion of any other terms that the Client may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**Please read these Terms and Conditions carefully. By confirming an Order with us, you agree to be bound by them.**

#### 1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

"Affiliate" means any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 1159 and Schedule 6 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee;

"Agreement" means this agreement comprising the clauses and the Quotation and the Order;

"Applicable Law" means any law for the purposes of anti-bribery and corruption or anti-money laundering;

“Authorised Users” means those employees, representatives, consultants, contractors or agents of Customer only, who are authorised by Customer to use the Subscription Services and its ancillary documentation for the benefit of Customer, and who have agreed to these terms, who shall each have unique user identifications and passwords for the Subscription Services, and for whom the Customer has paid for subscriptions as part of the Subscription Services (as specified in the Quotation).

“Business Day” means any day outside weekends and UK bank holidays between 8am and 5.30pm (GMT);

“Charges” means the charges payable by the Client to Word360 for the provision of the Services as set out in Quotation;

“Client” means the company, firm, body or person whose name and details appear on the Quotation to whom Word360 is to provide the Services under this Agreement;

“Consultancy Services” means any bespoke professional services to be provided by Word360 to Customer (as agreed from time to time or set out in the Quotation), other than the Subscription Services or basic Support, including, for example, technical assistance, training and Customer on-boarding.

"Controller", "Data Subject", "Processor", "Personal Data" and "Personal Data Breach" in this Agreement shall have the meanings as defined in the Data Protection Legislation.

“Data Protection Legislation” means: all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;

“Effective Date” means the date of the Order;

“EULA” means the end-user license agreement (incorporating Word360’s separate Privacy Policy and cookies policy) which all Authorised Users are required to sign up to before beginning to use the Wordskii Subscription Services.

“Face to Face Interpreting” means the provision of an Interpreter to attend a face to face appointment between the Client and the service user at a Client’s venue. The Interpreter will interpret on behalf of the Requester to ensure understanding between parties. This would include interpretation of verbal and non-verbal languages, including but not limited to, British Sign Language and Deaf Blind Manual services. These services are provided by Word360 approved Sub-contractors.

“Force Majeure” means any act, omission, event or circumstance, beyond the reasonable control of the party affected, including but not limited to, any act of God, fire, disaster, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw materials, energy or other supplies, explosion, industrial dispute affecting a third party for which a substitute third party is not reasonably available, breakdown of plant or machinery, computer system failure, flood, severe weather conditions, riots, accident, or any act of any governmental, regulatory or other official body;

“Good Industry Practice” means the exercise of that degree of skill, care, diligence prudence and foresight that would ordinarily be expected from a skilled and experienced person seeking in good faith to comply with its contractual obligations under this Agreement and all applicable law and engaged in the same type of undertaking and under the same or similar circumstances and conditions as those envisaged by this Agreement;

“Hardware” means any physical goods or devices ordered by the Client from the Company

“Index” means the percentage change recorded in the “all items” figure of the Index of Retail Prices published by the Office for National Statistics or any successor body for the preceding twelve month period;

“Inducement” means

(i) any payment, gift, consideration, benefit or advantage of any kind, which is (or is agreed to be) offered, promised, given, authorised, requested, accepted or agreed, whether directly or indirectly (through one or more intermediaries) which could act as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or

(ii) anything that would amount to an offence of bribery or corruption under Applicable Law; and/or

(iii) any facilitation payment; and “Induce”, “Induced”, “Inducing” and other variants of “Inducement” shall be construed accordingly;

“Intellectual Property Rights” means all rights in patents (including applications for patent protection), trademarks, service marks, design rights (whether registered or unregistered, legal or beneficial, and including semi-conductor topographies), copyright (including rights in computer software), database rights, sui generis rights, confidential information, trade secrets, trade or business names, service marks and protections from trademark dilution or otherwise protected trademarks, publicity rights; domain names and other similar rights or obligations whether registerable or not in any country and applications for any of the foregoing;

“Interpreter” or “Translator” means the linguists used by Word360 in the provision of the Services;

“Machine Translation Engine” means an engine which is built by Word360 using various pieces of corpora including but not limited to content readily available on the internet, Original Works, Translated Works and glossaries.

“Order” means an order for the Services received by Word360 from the Client by way of a purchase order or written confirmation in response to a Quotation that the Client accepts the Quotation and for Word360 to provide the Services;

“Original Works” means the documents, files, materials and works provided by the Client for the purposes of carrying out the Services;

“Personal Data” shall have the meaning ascribed to it in the Data Protection Legislation.

“Pre-existing Intellectual Property” means any Intellectual Property Rights, which are owned by or licensed to each party prior to the Effective Date;

“Public Official” means any person holding a legislative, administrative or judicial position of any kind, whether appointed or elected, including any person employed by or acting on behalf of a public agency, body or state-owned enterprise, a public international organisation (as defined in

the UK Bribery Act 2010 and/or any other Applicable Law) or a political party or organisation, or a candidate for any such office;

“Quotation” means the provision of a price breakdown for Services requested by the Client and which specifies the Charges. Word360 may submit the Quotation via email or via a portal for acceptance by the Client within 30 (thirty) days;

“Renewal Period” means successive rolling terms (each of the length of the Initial Subscription specified in the Quotation or applicable by default under the Agreement where none is specified) over which the Agreement shall be automatically renewed in accordance with its terms.

“Services” means the services provided to the Client by Word360 under this Agreement and set out within the Quotation and in response to an Order;

“Relevant Supplier” means Word360 or the representative member of any VAT group of which Word360 is at any relevant time a member;

“Requester” means the Client or the service user requiring the Services;

“Review Cycle” means where Word360 have completed Translated Works but the Requester sends it to a colleague within the Client organisation for their approval / input / and Word360 are required to wait for feedback before invoicing.

“Software” means the relevant browser-based interpreting and translation management system, automation, telephone and video interpreting system, data and customer relationship management software applications, collectively marketed under the Wordskii® brand, which Client has subscribed for as detailed in the Quotation only, including any upgrades to such Software either: (a) purchased by Client from time to time in return for payment of Company’s then prevailing charges; or (b) to which Client is otherwise entitled under the terms of the Agreement.

“Staff” means the natural persons who provide the Services on behalf of Word360, who may be employees of Word360 or Sub-contractors, self-employed or supplied by a Sub-contractor;

“Sub-contractor” means an Interpreter, a Translator and/or a person and/or an agency providing elements of the Services to Word360;

“Subscription” refers to the applicable services, support and function(s) of the Software as provided. Subscriptions are based on the number of Users.

“Subscription Charges” means the total amount set out or provided for in the Quotation or otherwise payable in accordance with the terms of the Agreement, to be paid in accordance with the timeframes and other stipulations set out in the Agreement. More comprehensive licenses may be purchased by Client from time to time in return for payment of Company’s then prevailing fees.

“Subscription Start Date” is, unless otherwise agreed to in writing: (i) if purchasing directly from GitLab the date, (a) stated on an Order Form, or, the date in which Customer is given access to the Software (whichever is later), or (b) transacted via the Website, (ii) if purchasing through an Authorized Partner, the date in which agreed to between Customer and said Authorized Partner.

“Subscription Term” shall begin on the Subscription Start Date and continue for twelve (12) months, unless otherwise agreed to in an Order Form or web-portal purchase.

“Telephone Interpreting” means a service where the service user can call a designated telephone number and be connected to a Interpreter;

“Term” means the period from the Commencement Date to the expiry date from the commencement of the Agreement exclusive of the extension period, or such earlier date of termination or partial termination of the Agreement in accordance with Clause 2.1 and 2.2 of the Agreement.

“Translated Works” means the result of all translations of Original Works and Services required to be undertaken by Word360 on behalf of the Client under this Agreement;

In submitting a text for translation, requesting an interpreter or submitting any other Work to be carried out by the Company, the Client enters into a binding agreement with this Company covered by the following terms and conditions:

## 2. General

2.1. This Agreement shall be incorporated in every offer, acceptance and Order of work by the Company and, subject to the foregoing, any conditions proposed by the Client are hereby excluded.

2.2. In the event of any conflict between any part of the contract between the Company and the Client, the documents constituting the agreement between the parties shall have priority in the following order:

- a) Signed service level agreement (if any) entered into between the parties.
- b) These Terms and Conditions
- c) Quotations

2.3. Verbal quotations are given for guidance only. They are not binding upon the Company and are subject to written confirmation. Written quotations remain valid for 30 days after dispatch unless otherwise stated.

2.4. This Agreement shall come into force on receipt of your purchase order, confirmation of a quotation or any other such confirmation by you for us to go ahead with the Work and on the commencement of the Work to be provided by us.

2.5. The Contract will be subject to This Agreement. All terms and conditions otherwise stipulated by you shall have no effect.

2.6. This Agreement shall apply to all Work provided to you.

2.7. The Company reserves the right to sub-contract all or part of the Work to a contractor or contractors of its own choice.

2.8. This Agreement shall not give rise to any rights enforceable by a third party pursuant to the Contract (Rights of Third Parties) Act 1999 but without prejudice to any rights or remedies that exist or are available apart from that Act.

2.9. Unless otherwise and expressly agreed by the Company in writing, the Client (which for the purposes of this clause includes any associated companies, their or your employees, directors, principals or shareholders) shall not, for a period of five years after termination of the

Contract, either directly or indirectly, on your own account or for any other person, firm or company, solicit, employ, endeavour to entice away from the Company or use the services of a translator, interpreter or other language professional who has provided Work to the Client on behalf of the Company under the Contract. In the event of a breach under this clause, the Client agrees to pay the Company an amount equal to the aggregate remuneration paid by the Company to the Translator, Interpreter or other language professional for the three (3) years prior to the date on which you employed or used the services of the Translator, Interpreter or other language professional.

### 3. Client's Obligations and Warranties

3.1. The Client warrants, undertakes and agrees with The Company that it shall at all times during the continuance of this Agreement:

3.1.1. obtain and maintain all consents, permissions and licences necessary to enable The Company to perform its obligations under this Agreement;

and

3.1.2. provide sufficient information and materials to The Company as reasonably requested by The Company in the provision of the Services and performance of its obligations under this Agreement; and

3.1.3. comply with the terms of any software licence agreement in place from time to time between the Parties;

and

3.1.4. have all requisite corporate power and authority to enter into this Agreement.

3.1.5. shall provide assistance and technical information to the Company, as reasonably required by the Company in sufficient time to facilitate the performance of the Services in accordance with any estimated schedule or project plan timescales set out in the Quotation. The Client shall have sole responsibility for ensuring the accuracy of all information provided to the Company and warrant and undertake to the Company that the Client's employees assisting in the execution of an Order have the necessary skills and authority.

3.2. In the event the Client requires The Company to provide the Services on Clients premises, or any other premises designated by the Client, the Client shall:

3.2.1. Assign members of staff with suitable skill and experience to be responsible for The Company activities;

3.2.2. Provide such access to premises, systems and other facilities which may be reasonably required by The Company;



3.2.3. Provide such information as may be required by The Company to carry out the Services and ensure all such information is correct and accurate;

3.2.4. Ensure that all necessary safety and security precautions are in place at Clients premises.

3.3. The Company shall be entitled to charge the Client for any additional costs and expenses which The Company may incur as a result of any hazardous conditions or material encountered at the Client premises.

3.4. The Company shall not be obliged to continue to perform the Services where the Client breaches any of the warranties given by the Client in this clause 3, or where The Company considers there is a safety hazard or such performance would represent a breach of law.

3.5. If the Client should fail to acknowledge its acceptance of the Translated Works or Services in writing, within five (5) days of The Company providing the Services or Translated Works, the said failure shall be deemed an acceptance of such Services or Translated Works. For the avoidance of doubt the Client shall notify The Company of any complaint, errors and/or request amendments with respect to the Services or Translated Works within 30 (thirty) days of receipt of the same. Requests for amendments after 30 (thirty) days of receipt by Client of the Translated Works or Services may incur additional charges. Unless otherwise agreed, the Company shall only accept requests for amendments in bilingual Word, Excel or annotated PDF file format.

3.6. The Company shall use all reasonable endeavours to meet any performance dates specified in the Order but any such dates shall be estimates only and time shall not be of the essence for the provision of the Services. The Company shall not be liable for any delay in delivery of the Services caused by a Force Majeure event or the Client's failure to provide the Company with adequate delivery instructions or any other instructions relevant to the supply of the Services.

#### 4. Translation

4.1. A translation is the straight and more or less literal transfer of material written in one (source) language into another (target) language by a translator rigorously applying known precepts of grammar and a knowledge of the vocabulary required for the purposes of any given translation derived from his or her own experience or from dictionaries, specialist or otherwise. The Company undertakes to use its best endeavours to produce an accurate and idiomatic translation of material to be translated within the terms of the clause and subject to the clause below.

4.2. A translation reflects the quality of the original written material. In the material to be translated where concepts are poorly expressed, where the wrong choice of language/dialect has been made, where typographical mistakes are present, where the text is incomplete or factually incorrect, in all or any of these instances the same inadequacies may show up in the translation. The Company is not entitled to take any decisions on behalf of the Client to make such modifications as might improve the text in translation or elucidate passages of the original text but may notify the Client of such inaccuracies. The Company will not therefore accept any criticism of any translation where these considerations may be at issue.

4.3. In the event that a more specific knowledge of sector-specific terminology is required for the proper translation of a particular piece of written material, for example, but not by way of limitation, such knowledge as would only be available to a particular Client company or organisation, it cannot be assumed that the Company possesses such knowledge. In such a case it is incumbent on the Client to provide such instruction to the Company as may be necessary for the proper translation of the material in the form of individual glossaries or any other aid to translation. The Company will however, always attempt to place specialist translation with translators experienced/qualified in specialist translation.

4.4. Where a Client has specified a particular use for translation Work and subsequently desires to use the translation for a purpose other than that for which it was originally supplied, the Client should obtain confirmation from the Company that the translation is suitable for the new purpose. The Company accepts no liability where a translation is used for a purpose other than that for which it was originally supplied and reserves the right to make further charges for any amendments which the translation may require.

4.5. Where the Contract for Work provides for proofs or text to be submitted to the Client for approval, the Company shall not be liable for any errors not corrected by the Client or any amendments or modifications made by the Client in the proofs or texts so submitted.

4.6. The Company reserves the right to make an additional charge to the quoted amount, if after commencement of translation, changes to the source text are advised by the Client. Such charge will be agreed with the Client.

4.7. Quotations are given on the basis of your description of the source material, the purpose of the translation and any other instructions. Such quotations may be amended at any time if, in our opinion, the description of the source materials, instructions or any other element is materially inadequate or inaccurate.

4.8. With regards to the translation and officialisation of documents (certification, affidavit, notarisation, apostilling, etc.) it is the express responsibility of the Client to ascertain with the relevant authority what level of officialisation is appropriate for the use to which the translation will be put.

4.9. Whilst the Company has a very good reputation for prompt delivery and will always endeavour to meet deadlines, dates or periods for completion of Work are only best estimates and the Company is not liable for the consequences of any delay for any reason whatsoever. In particular, the Client should be aware that the Company cannot be held responsible for delays or information degradation associated with any breakdown whatsoever caused by failures on the Client's servers or telecoms' systems, or the Company's servers or telecom' systems which are outside the control of the Company and which are known to occur from time to time.

4.9.1. The Client must specify a completion date (if material) when commissioning the Work, but whilst the Company shall make every reasonable effort to meet the requirements of the client, late delivery shall not entitle the Client to withhold payment for Work done.

4.9.2. Work will normally be despatched to the Client by electronic mail as an electronic file (Word, rtf, pdf, MP3, wav, etc). In the event that the Client requires Work to be supplied in hard copy by regular post, the Company cannot be held responsible for delays in supply or for any failure in the fulfilment of supply caused by the postal system.

4.9.3. Should completion of Work be necessary sooner than the normal time required for its proper production, the Company reserves the right to charge supplementary urgency rates to cover any overtime requirements or additional expenses. Should any other additional costs be incurred, The Company is entitled to charge for these as well.

4.9.4. The Company accepts no liability for the consequences of any delay in completion of Work caused by the Client for whatever reason and in this event any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.

4.9.5. With regards to certified, legalised, notarised or any other form of 'official' translation the Company expects the Client to meticulously check the translation provided in electronic form before the Company will release any hard copy documentation for use. Any amendments, changes, corrections etc. will be checked by the Company and its linguistic professionals and then, if acceptable and agreed, the document will be updated. This process may involve numerous rounds of checking and input by the Client.

#### 4.9.6. Where:

The Client requires the Company to provide Work with expedition (with regards to translation work, expedition will be considered to be any work required in excess of 2000 words per working day) and/or

We propose that the Client utilises another of our services for the fulfilment of their requirements and the Client does not do this then there may be a risk that the quality of the Work is not of the high standard we provide in the normal course of our business. In either circumstance the Company disclaims any responsibility for the Work if:

- a) The Work may not be carried out by us using the same level of skill and care as we would use in providing the Work in the normal course of the business of the Company;
- b) There may be errors or omissions in the performance of the Work which shall not entitle the Client either to cancel the Contract or decline to make payment to us in respect of the provision of the Work;

and

- c) You indemnify us in relation to any claim made or loss suffered as a consequence of any such error or omission.

#### 5. Consecutive Interpreting

5.1. Where the Client has a regular requirement for Consecutive Interpreting services, the Client shall;

5.1.1. Request interpreters using the Word360 booking platform, Wordskii

5.1.2. Be charged in accordance with the Pricing Schedule as outlined in the initial quote/ website/ contract

5.2. If the Client is unexpectedly absent then the Interpreter shall wait at the venue until 30 minutes after the agreed start time. When the Client has failed to attend an event then the Company shall charge the full service fee for the expected number of hours plus expenses.

5.3. The Company shall not charge a service fee if the Interpreter is unable to attend an event due to unforeseen circumstances: the Company will endeavour to arrange a substitute interpreter and notify the relevant parties as soon as possible, however no liability is accepted by the Company for failing to do so.

5.4. The Company shall charge the full service fee if the interpreter is unavoidably late but is still required to perform their tasks.

5.5. Whilst the Company shall make every effort to provide services by the agreed date/time they shall not be responsible for delays in completion caused by events beyond the Company's control.

5.6. The Company shall not be liable for failure on the part of the interpreter to any obligations to the Client.

5.7. The Client shall specify the expected duration (total hours) of an appointment at the time of the booking i.e. 1, 2 or 3 hours and agrees to make the full payment for the hours booked, should the appointment finish/complete in less time than expected/booked time, and accordingly, the Client agrees to make any additional payment should the appointment exceed the expected/booked duration immediately after the appointment has finished.

5.8. On acceptance of a booking the Client specifies the language to be interpreted into/from, where the language is spoken in more than one country, the Client specifies the language for that country i.e. Brazilian Portuguese, Portugal Portuguese, Iranian Farsi, Afghani Farsi. If WORD360 is not given clear instructions and the result of which leads to a dissatisfactory provision of the service, the Client shall still be responsible for full payment unless otherwise agreed.

5.9. All spoken language communication interpreting service cancellations up to 24 hours' notice will be charged at full rate of the booking period plus VAT.

All British Sign Language and all non-spoken communications interpreting service cancellations will incur the following penalties;

- For cancellation notice of 7 days or less (including weekends) the full amount is payable.
- For cancellations between 8 and 14 days' notice 50% of the total fee will be payable.
- For cancellations of more than 14 days, no charges will be applied.

5.10. For court hearing bookings, where the booking is for 2 consecutive days or more, if the hearing concludes after the 1st day, the minimum charge will be for the number of hours booked for the 1st day.

5.10.1. 100% deposit will be required for ALL non-account holding Clients prior to an interpreter being confirmed by The Company

5.10.2. For Legal Aid funded cases; The Company does not accept Legal Aid payment timelines. All payments must be made in advance, in accordance with our payment terms.

5.11. Office hours are considered to be between 9.00am and 5.00pm Monday to Friday. Additional charges will apply for services delivered outside these times. Where interpreters are providing services for the entire day, interpreters must be provided with at least an hour for lunch.

5.12. Overtime will be charged at £75 per hour if an interpreter exceeds 8 hours on site, if they are required to work through their lunch or if interpreting assistance is required during a formal dinner and for any unsociable working hours , eg. before 08:00am. Any overtime hours will be advised following conclusion of the event.

5.13. Expenses:

5.13.1. Depending on the availability of interpreters, in order to keep travel expenses at a minimum, we always endeavour to book interpreters as close to the venue as possible. Their travel expenses, from their homes to the appointment venue would be payable by the Client and will be invoiced, in advance, once an interpreter is secured.

Early confirmation is therefore strongly recommended.

5.13.2. The client is responsible for accommodation if required and all meals for the interpreters, who are normally included in the same arrangements as made for the delegates.

5.13.3. Failing this, interpreters are given £10 to cover lunch and £30 to cover an evening meal. Any incidental expenses are the responsibility of the linguist.

6. Telephone/Video interpreting

6.1. The Company shall not charge a service fee if the Interpreter is unable to deliver a session due to unforeseen circumstances: the Company will endeavour to arrange a substitute interpreter and notify the relevant parties as soon as possible, however no liability is accepted by the Company for failing to do so.

6.2. Where the Client requires more than one phone number to be called, calls shall be charged per additional phone number and the length of time each caller is connected with an interpreter.

6.3. Where the Client requires international or non-geographical phone numbers to be called, calls shall be charged in line with the relevant call charges.

6.4. The Company reserves the right to record calls for quality and training purposes.

6.5. Where a telephone/video interpreting booking request has been made in advance and in the event of cancellation, the following charges shall apply

Less than 24 hours' notice      100%

More than 24 hours' notice      NIL

## 7. Conference Systems

7.1. The Client shall specify to the Company the equipment required, the exact period during which the systems are to be operated, the venue of the conference and the proposed seating arrangements.

7.2. The Company warrant that the equipment will be operational one hour prior to the agreed commencement of meeting, provided that reasonable time for mounting systems and booths is allowed.

7.3. The Client shall be liable for the replacement value of any equipment or accessory lost or damaged, howsoever arising, between the set up day and the end of the conference. When at the hire venue, the client shall ensure that the conference areas will be locked and will not be used for any other purpose by third parties outside meeting hours and that all the equipment can remain in situ throughout the entire duration of the event.

7.4. In the event of cancellation of equipment the following charges will apply:

Less than 2 weeks' notice prior to the conference      100%

Between 2 weeks and 1 calendar month      75%

Between 1 and 3 months      50%

More than 3 months      NIL

7.5. The Client will be issued, prior to the conference, with the agreed number of receivers and headphones and/or keypads. As soon as possible after the conference the number of units shall be counted and minuted jointly by a client representative and a Word360 representative to determine any loss or damage. In the event of loss or damage, invoicing shall be based on this record. When the client is unable or unwilling to participate in this inventory, WORD360 shall proceed in good faith.

7.6. The Client shall exercise care when using any equipment handed over to them and shall observe the directions for use.

7.7. In case of any delayed return of the hired equipment, the hirer shall compensate Word360 for any loss involved and shall at least pay any additional rental charges pro rata.

## 8. Hardware

8.1. All Equipment delivered by Company to the Client shall remain the property of Company (and legal ownership shall remain vested in it) until the Client has met all outstanding debts and other contractual obligations in relation to the Equipment.

8.2. Until such time as the Client has paid in full all monies owing for any Equipment supplied by Company the Client shall keep in a fiduciary capacity for Company and shall take all steps necessary to ensure that the same are kept in a safe place and are properly insured to their full value while in the Clients custody.

8.3. Should the Client fail to complete the payment within the time stipulated or be in default of payment for any other reason than Company shall be entitled to stop all delivery of Equipment whether such deliveries relate to the contract under which the debt is still owed or not.

8.4. Company will in addition be entitled to terminate all outstanding orders and to repossess immediately all Equipment which is its property under sub-clause (1) and (2) of this Clause and the Client expressly grants Company the right of entry on its premises to exercise such right of repossession.



## 9. Price and Payment

9.1. Unless otherwise stated, prices are in Pound Sterling (GBP) and are exclusive of value added tax and any other tax or duty. We shall invoice you for all appropriate taxes and expenses for which we are liable to collect. The Client shall be liable to pay any penalties or interest on such taxes which are payable by us as a result of your delay in paying such taxes.

9.2. Quotations in a currency other than Pound Sterling are based on the rate of exchange at the time of quoting and, unless otherwise stated, the price may be subject to revision if any different rate of exchange is ruling at the date of invoice.

9.3. Credit terms are only in place for approved Account Holders. Payments for all work shall be made within 14 days of invoice date unless specifically agreed in writing by the Company, although in some circumstances payment or part payment may be requested prior to the commencement of the work.

9.4. Without prejudice to any other right or remedy that the Company may have, if the Client fails to pay on the due date:

9.4.1. The Client shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and

9.4.2. The Company may suspend all Services both on the same order and on any other order from you without prejudice to any other right we may have until payment has been made in full.

9.5. Where the work is being provided in stages and/or over a period of time of more than 30 (thirty) days, we reserve the right to invoice you upon completion of each stage of the work or at monthly intervals, whichever is sooner.

9.6. The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Company to the Client.

9.7. The Client acknowledges that certain Services may involve the licensing of third party Intellectual Property Rights such as interpreting or translation software and that the Client may be required to enter into a licence directly with such third party.

9.8. The price stated in the Quotation shall be an estimate based on a qualified estimate of the number of hours required to provide the Services. This is an estimate only and Services shall be invoiced in accordance with the actual number of hours spent in accordance with the price set out in the Order or Quotation and in the event that the price is not so stipulated, the Client shall be charged at the hourly rate specified in the Company's then current price list. The Company shall be obliged to update the estimate and budgets on an ongoing basis following, among other things, changes made to an Order or Quotation.

9.9. Where pre-paid credits are purchased in advance for future use of services, the validity period shall be the un-interrupted period of 12 months from the date that services are first confirmed. All credits shall expire at the end of this period. Where additional pre-paid credits are purchased, these will reset any remaining credits and the un-interrupted period of 12 months shall restart.

9.10. Once purchased any pre-paid credits cannot be refunded. Once the validity period expires, any remaining credits will automatically be invalidated.

9.11. Where Subscription services are purchased;

9.11.1. The Client shall pay Subscription Charges (or other charges specified or agreed) to the Company in accordance with the Payment Terms.

9.11.2. The Client will keep its contact information, billing information and credit card information (where applicable) up to date through its account.

9.11.3. If the Client is paying by credit card or direct debit, it authorises the Company to charge Client's credit card or bank account for all fees payable during the Subscription Term. Client further authorise the Company to use a third party to process payments, and consent to the disclosure of Client's payment information to such third party.

9.11.4. If the Company has not received payment of any amount due and owing under the Agreement within ten (10) days after the due date, and without prejudice to any other rights and remedies of the Company:

(a) the Company may, without liability to Client, disable Client's and any Authorised Users' passwords, accounts and access to all or part of the Software and The Company shall be under no obligation to provide any or all of the Services or Support while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on such due amounts at an annual rate equal to 8% over the then current base lending rate of HSBC plc at the date the relevant invoice was issued, compounded monthly, commencing on the due date and continuing until fully paid, whether before or after judgment, where the Company is not satisfied that Client has not acted reasonably and in good faith in disputing any amount due and owing. If any Subscription Services are suspended for non-payment, the Company may charge a re-activation fee to re-activate same.

## 10. Subscription Services

10.1. Subject to payment and the other restrictions set out in the Terms, the Company hereby grants to Client, subject to the Licence Restrictions, and subject to the EULA applicable to each Authorised User, a non-exclusive, non-transferable, non sub-licensable right to permit the number of Authorised Users specified in the Quotation to use the Software during the Subscription Term, solely for the Purpose.

10.2. THE CLIENT AGREES NOT TO USE THE SUBSCRIPTION SERVICES TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. THE COMPANY WILL NOT HAVE ANY LIABILITY THAT MAY RESULT FROM CLIENT'S USE OF THE SUBSCRIPTION SERVICES TO COLLECT OR MANAGE SENSITIVE INFORMATION.

10.3. The Client agrees to use Communication Services, Third Party Sites and Third Party Services only in compliance with any terms of use specified by each relevant site or service. The Company do not control such sites or services or the content, messages or information found in or on, or accessible through, same. Company disclaims and will have no liability with regards to such sites or services and any actions resulting from Client's use of same. The availability of such sites or services does not mean the Company endorses, supports or warrants such sites or services.

## 11. Cancellation and Suspension – Services

11.1. If the Client, for any reason, cancels Work which has been commissioned, charges will be payable for all completed Work up to the cancellation date and for all other costs and expenses

(including preparatory work and time to enable the Work) which may occur as a result of such cancellation.

11.2. If the Client suspends or postpones Work which has been commissioned, charges will be payable for all commissioned Work up to the date of suspension or postponement and for all other costs and expenses which may occur as a result of such suspension.

11.3. The Client shall pay all amounts due under the Contract in full without deduction or withholding except as required by law and shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part.

11.4. In case of Force Majeure (Strike, Lockout, Industrial Dispute, Civil Commotion, Natural Disaster, Acts of War and any other situation which can be shown to have materially affected the Company's ability to deal with the commission as agreed), the Company shall notify the Client without delay, indicating the circumstances. Force Majeure shall entitle both the Company and the Client to withdraw from the commission, but in any event, the Client undertakes to pay the Company for Work already completed. The Company shall assist the Client, to the best of its ability, to place his commission elsewhere.

11.5. Any termination of the Contract shall not prejudice any rights or remedies which may have accrued to either party.

11.6. Any subscription will automatically renew at the end of each subscription term and the Client authorises the Company to charge the credit card, debit card or other invoice or non-invoice forms of payment for each renewal. To change the subscription level, number of Users, subscription term, the account owner must notify the Company prior to the renewal date in writing.

11.7. Any cancellation of Subscription services must be given 60 days prior to the renewal date in writing to [software@word360.co.uk](mailto:software@word360.co.uk)

11.8. Where Wordskii Connect line rental is part of the Subscription service, the designated phone number(s) will no longer be accessible after the termination date of the Agreement.

## 12. Return, Refund and Cancellation – Hardware

12.1. Any purchased Hardware maybe returned if ordered in error subject to a 20% restocking cost; the Hardware must be returned within 14 days of delivery, be unused and in perfect condition. The delivery cost of returning the hardware must be borne by the Client and at their liability. The restocking charge maybe wavered if the purchaser re-orders a similar replacement product at the time of returning the goods.

12.2. Hardware must be inspected within 14 days of delivery. If the goods are found to be faulty The Company will replace the product at no cost and arrange return of the original goods from the Client.

12.3. Where a Client has purchased Hardware in error due to an explicit error in information provided by The Company the Hardware maybe returned and The Company will replace the product at no cost and arrange return of the Hardware from the Client.

12.4. Hardware that fail during use as a result of faulty manufacture and within fair usage terms will be replaced on a like for like basis. Where a refund rather than replacement is deemed appropriate by The Company the amount shall be limited to the cost of the original Hardware exclusive of any other charges. See full Condition of Sale for details below.

12.5. Cancellation of Hardware may not result in a refund where The Company has begun or completed the design or manufacture of the Hardware ordered. Where The Company is able to cancel an order an administration charge of 20% will be made.

## 13. Delivery

13.1. The Company will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform or if any delay or failure is due to late delivery or performance or non-delivery or non-performance by suppliers or subcontractors, shortage of labour, an act of God, fire, inclement or exceptional weather conditions, industrial action, hostilities, governmental order or intervention (whether or not having the force of law) or any other cause whatever beyond our control or of an unexpected or exceptional nature.

13.2. Delivery is deemed to have taken place on posting or electronic delivery to a carrier, as the case may be, and the risk shall pass to the Client.

13.3. However, the Company will retain a copy of the files for a one year period or for the duration of the Contract Period and, should there be any loss or damage, will forward a further copy free of charge within this period.

13.4. When the Client requires the Company to utilise a third party such as but not limited to a Notary Public, Solicitor, or the Foreign and Commonwealth Office, the Company cannot be held responsible for any delay in delivery or non-performance of these third parties.

#### 14. Responsibility and Liability

14.1. The Company shall be relieved of all liability for obligations incurred to the Client wherever and to the extent of which the fulfilment of such obligation is beyond its control.

14.2. A complaint by the Client in respect of any Work shall be notified to the Company in writing within five (5) days of the receipt of the Work by the Client. Following completion of a project, the Company agrees to rectify at no charge to the client any inaccuracies, errors or omissions which are at the fault of the Company. Our liability will be no more than to rectify any such alleged inaccuracies, errors or omissions that we feel to be justified, to our reasonable satisfaction. The Client shall always give the Company the opportunity to make right any alleged issues within the translation. At no time will such allegations delay payment.

14.3. The Company will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable. The Company shall not be liable to the Client or any third party in any circumstances whatsoever for any consequential loss or damage of any kind (including loss of profit, business, contracts, revenue, damage to reputation or goodwill, anticipated savings, and or any other indirect or consequential loss or damage whatsoever) resulting from the use of translated material which exceeds the contract price for the Work supplied, and the Client shall indemnify the Company against all claims and demands upon the Company for any such consequential loss or damage. In any event, the Company's liability hereunder shall under no circumstances exceed the contract price of the Work supplied.

14.4. No terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the Work shall be incorporated unless expressly set out in this Contract.

14.5. Whilst the Company undertakes to use its best endeavours to produce an accurate and idiomatic translation of the Client's original text, the Client must accept that a translation reads differently from good original writing and no liability is accepted by the Company for any alleged lack of advertising or sales impact.

14.6. The Company does not warrant that the Work will meet the Client's specific requirements and the Company does not warrant that the Work will be uninterrupted or error free. Furthermore, the Company does not warrant or make any representation regarding the use of the Work provided in terms of accuracy, correctness, and reliability or otherwise.

14.7 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

14.8 Nothing in these Terms and Conditions seeks to exclude or limit our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by us about the Services.

14.9 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer where applicable. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

14.10 The results and outcomes of Client's use of the Company's Software and Services cannot be in any guaranteed and use of the Software and Services is something for which Client acknowledges and accepts that the Company cannot and do not accept any liability or responsibility. Client shall be entirely responsible for same. It is Client's sole responsibility to monitor and audit its Authorised Users' use of the Services and ensure that any Processes are lawful and proper and are properly and lawfully set, used and adhered to.

14.11 The Client acknowledges and accepts that (a) The Company do not and cannot warrant or represent that the Software and Services are compliant with any regulatory or legal requirements to which it may be subject, or which may be relevant to the purposes for the Software may be used, including the Relevant Standards; (b) The Company cannot be held responsible or liable for human error and negligent or fraudulent use of the Subscription Services.

15. Clients Property

15.1. All documents or any other property supplied to the Company will be held or dealt with by the Company at the Client's risk and the Company will not be responsible for the consequential loss or damage thereto.

15.2. The Company reserves the right to destroy or otherwise dispose of any document or other property of the Client which has been in its custody for more than twelve (12) months following completion of the Work to which it relates.

## 16. Confidentiality

16.1. Subject to Clause 13.3, and (on our part) save as necessary in order for us to provide the Work neither party may use any of the other party's Confidential Information (any information (in any form) which is confidential either to the Company or the Client and which either the Company or Client discloses in connection with our Work).

16.2. Subject to clause 16.3, neither party may disclose to any other person any of the other party's Confidential Information.

16.3. Either party may disclose the Confidential Information of the other:

16.3.1. When required to do so by law or any other regulatory authority, provided that the party required to disclose the Confidential Information, where practical and legitimate to do so:

- a) Promptly notifies the owner of any such requirement; and
- b) Co-operates with the owner regarding the manner, scope or timing of such disclosure or any action that the owner may take to challenge the validity of such requirement.

16.3.2. To its (or any of its associated company's) personnel, sub-contractor's personnel or any person whose duties reasonably require such disclosure, on condition that the party making such disclosure ensures that such person to whom such disclosure is made:

- a) Is informed of the obligations of confidentiality under these Terms and Conditions; and
- b) Complies with those obligations as if they were bound by them.

16.4. The obligation of confidentiality contained within this clause 11 shall survive termination of the Contract howsoever caused.

16.5. Each party agrees that its obligations under this clause 11 are necessary and reasonable in order to protect the party making the disclosure and each party agrees that the remedy of damages would be inadequate to compensate the party making the disclosure for any breach by



the party receiving the disclosure of its obligations set out under this Clause 13. Accordingly, each party agrees that, in addition to any other remedies that may be available, the party making the disclosure shall be entitled to seek injunctive relief against the threatened breach of this agreement or the continuation of any such breach by the party receiving the disclosure, without the necessity of proving actual damages.

## 17. Illegal Matters

17.1. The Company shall not be required to translate any matter which in its reasonable opinion is or may be of an illegal or libelous nature. Where copyright exists in texts to be translated by the Company, the Client warrants that it has obtained all consents necessary for such translation to be made.

17.2. The Company shall be indemnified by the Client in respect of any claims, proceedings, costs and expenses arising out of any libelous matter printed or published for the Client, or any infringement of copyright, Intellectual Property Right, patent, design or third party right. This list is not exhaustive.

## 18. Intellectual Property and Copyright

18.1. The Copyright of the translation is the property of the Company and will be passed on to the Client only after full payment has been made for the Work.

18.2. Once payment has been made for the Work all Intellectual Property Rights (including but not limited to copyright) in the Original Works and the Work shall vest in the Client (or your licensors) but, for the avoidance of doubt, you hereby grant to the Company (and our sub-contractors) a licence to store and use the Original Works for the duration of the Contract and for the purposes of providing Work to the Client.

## 19. Data Protection and Data Processing

19.1. Any Personal Data collected by the Company will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation. For complete details of the Company's collection, processing, storage, and retention of Personal Data including, but not limited to, the purpose(s) for which Personal Data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and Personal Data sharing (where applicable), please refer to the Privacy Policy <https://www.word360.co.uk/privacy-policy>

19.2 The Parties shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 19 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.

19.3 For the purposes of the Data Protection Legislation and for this Clause 19, the Company shall be the “Data Processor”, and the Client shall be the “Data Controller”.

19.4 The scope, nature, and purpose of the processing; the duration of the processing; the type(s) of personal data; and the category or categories of Data Subject shall be set out in the Order.

19.5 The Data Controller shall (without prejudice to the generality of sub-Clause 19.2) ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to and/or the lawful collection of personal data by the Data Processor for the purposes described in the Order for the duration of the Agreement. As the Data Controller, it is the Client’s responsibility to obtain consent from Data Subjects mentioned in documents sent to the Company for processing or to make sure that another legal basis for the processing is in place. Before sending documents containing Personal Data to the Company for processing, the Client must take responsibility for ensuring that any Personal Data in such documents can no longer be attributed to a specific Data Subject where said Data Subject’s consent has not been obtained.

19.6 The Data Processor shall (without prejudice to the generality of sub-Clause 19.2), with respect to any personal data processed by it in relation to its performance of any of its obligations under the Contract:

- a) process the personal data only on the written documented instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by domestic law. The Data Processor shall promptly notify the Data Controller before carrying out such processing unless it is prohibited from doing so by that law;
- b) ensure that it has in place appropriate technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage, or destruction. Such measures shall be appropriate and proportionate to the potential harm resulting from such events and to the nature, scope, and context of the personal data and processing involved, taking into account the current state of the art in technology and the cost of implementing those measures.
- c) ensure that any and all persons with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;
- d) not transfer any personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:
  - I. the Data Controller and/or the Data Processor has/have provided appropriate safeguards for the transfer of personal data;
  - II. affected Data Subjects have enforceable rights and effective legal remedies;

III. the Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and

IV. the Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data;

e) assist the Data Controller, at the Data Controller's cost, in responding to any and all requests from Data Subjects and in ensuring its compliance with the Data Protection Legislation with respect to impact assessments, security, breach notifications, and consultations with supervisory authorities or other applicable regulatory authorities (including, but not limited to, the Information Commissioner's Office);

f) notify the Data Controller without undue delay of any personal data breach of which it becomes aware;

g) on the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination or expiry of the Contract unless it is required to retain any of the personal data by domestic law; and

h) maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 19 and to allow for audits, including inspections, by the Data Controller and/or any party designated by the Data Controller. The Data Processor shall inform the Data Controller immediately if, in its opinion, any instruction infringes the Data Protection Legislation.

19.7 The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 19 to another processor without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor appoints another processor, the Data Processor shall:

a) enter into a written contract with the other processor, which shall impose upon that other processor substantially the same obligations as are imposed upon the Data Processor by this Clause 19, which the Data Processor shall ensure shall reflect the requirements of the Data Protection Legislation at all times;

b) ensure that the other processor complies fully with its obligations under that agreement and the Data Protection Legislation; and

c) remain fully liable to the Data Controller for the performance of that other processor's obligations and the acts or omissions thereof.

## 20. Miscellaneous

20.1. The Company shall have no liability to Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Word360 or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or

governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Client is notified of such an event and its expected duration.

20.2. A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

20.3. If any provision of the Agreement is or becomes invalid or unenforceable it will be severed from the rest of the Agreement so that it is ineffective to the extent that it is invalid and unenforceable and no other provisions of the Agreement shall be rendered invalid, unenforceable or be otherwise affected.

20.4. A person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

20.5. Nothing in these Terms and Conditions or the Contract is intended to or shall operate to create a partnership or joint venture between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20.6. The Company will not make any use of Client's name, trademarks or logo or any variations thereof, alone or with any other word or words, without the prior written consent of Client, which consent will not be unreasonably withheld. Despite this, Client agrees that the Company may include Client's name and logo in customer lists or related marketing and promotional material for the purpose of identifying users of the Company's Services.

## 21. Jurisdiction

These conditions shall be interpreted in accordance with English law and the Company and the Client irrevocably submit to the exclusive jurisdiction of the English Courts.