

GENERAL TERMS FOR THE PROVISION OF TRANSLATION SERVICES

1. GENERAL TERMS

1.1. These general terms and conditions (hereinafter the General Terms) regulate the rights and obligations of the parties for the provision of translation services to the Client (hereinafter the Client) by Neuma Translations (hereinafter Neuma).

2. TRANSLATION SERVICE

2.1. Neuma will provide the translation service to the Client on the basis of the order submitted by the Client and according to the procedure and the terms agreed upon in the contract for provision of the service and the General Terms.

2.2. Neuma offers the following services; written translation, editing/proofreading, sworn translation, creative writing.

2.3. Neuma follows the quality requirements set in EN ISO 17 100: 2015.

2.4. Neuma and the Client will agree separately upon the price, deadline and the way of delivery of each translation job, as well as the use of the translation and any other details not provided in the General Terms.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

Client's rights and obligations

3.1. The Client undertakes to provide Neuma with the additional information and materials necessary for completing the translation, including providing Neuma with explanations upon the latter's request concerning terminology, etc., used in the translated text within an agreed time.

3.2. The Client has the right to require the delivery of the agreed translation at the agreed time. In the case the Client delays sending the documents and/or any other information necessary for completing the translation to Neuma, the Client does not have the right to require the delivery of the performed translation at the agreed time.

3.3. The Client has the right to receive the translation in the format and in the way of delivery agreed upon with Neuma. If the parties have not agreed upon the way of delivery of the translation, it shall be delivered in the way the original text was delivered to Neuma.

3.4. The Client undertakes to disclose the purpose and target group of the translation to Neuma. In the event that the purpose of the translation is not disclosed, Neuma will deem the purpose of the translation to be regular use (i.e. for informative purposes). The Client has the right to use the translation only for the purpose indicated.

If the Client uses the translation for any other purpose than what was communicated to Neuma, Neuma will not be responsible for any damage that may arise.

3.5. The Client undertakes to remunerate for the performed job according to the invoice submitted to the Client by Neuma.

3.6. The Client may use the translation only after the remuneration for translation has been paid in full amount, unless the parties have agreed otherwise.

3.7. The Client has the right to cancel the order at any time. If the Client cancels the order after having confirmed the order to Neuma and Neuma has commenced the translation process the Client will compensate Neuma in full for the work that has already been done by the time of the notification of the cancellation.

3.8. The Client shall have the right to submit complaints about the quality of the translation within 14 calendar days of receipt of the translation, unless the parties have agreed otherwise.

Neuma's rights and obligations

3.9. Neuma has the right to demand from the Client additional information, explanations and specifications concerning the text being translated (including terminology, abbreviations, etc.) at the agreed time.

3.10. Neuma undertakes to ensure the completion of the translation by the deadline agreed with the Client.

3.11. Neuma undertakes to notify the Client immediately of matters restricting the completion of the translation, including the illegibility of the submitted material. Upon failure to rectify the issues hindering the translation, Neuma will not be responsible for faults in the translation caused thereby or delay in delivery of the translation.

3.12. Neuma has the right to require the Client to pay the agreed fee according to the Invoice submitted to the Client by Neuma.

3.13. Neuma will store the translation made upon the Client's order, source text and submitted materials for six (6) months after the completion of translation. The parties may separately agree on a different duration of storage.

4. COPYRIGHT

4.1. Copyright shall arise for the work created by Neuma in the course of providing the service. The right of ownership and the economic rights of the author to the work (translation) created by Neuma shall be transferred to the Client as a set of rights for the entire term of validity of the copyright without territorial restrictions upon delivery of the finished job to the Client.

4.2. The economic copyright of the translation shall not transfer to the Client before the Client has paid Neuma the amount payable for the job in full.

4.3. The Client is responsible for ensuring that the copyright of third parties is not violated through the ordering of the translation service Neuma and by Neuma's provision of the service.

5. CONFIDENTIALITY

5.1. The Client may disclose certain confidential information to Neuma about the Client itself and its clients and employees in the course of the provision of the Service (hereinafter Confidential Information), which shall include the following information:

- information about the person, economic situation, transaction, accounting, and any other data and/or rules of procedure of the Client itself and/or its client and/or employee;
- information about the plans or strategic decisions of the Client itself and/or its client and/or employee;
- any other information about an activity of the Client itself and/or its client and/or employee that is not public.

5.2. Neuma undertakes:

- to use the information received from the Client only for the purpose of provision of the translation service ordered by the Client;
- not to use Confidential Information in its interests;
- to keep Confidential Information strictly secret to avoid the Confidential Information becoming known to persons not authorized therefor, implementing modern data protection and other appropriate measures for that purpose;
- to ensure that its employees, representatives, consultants, subcontractors and other persons related to it perform this obligation of confidentiality;
- to secure that the information transferred by the Client will remain confidential after the translation work agreed upon with the Client has been completed and delivered to the Client;
- to return to the Client or to destroy at its first request all media (including copies) that contain Confidential Information;

5.3. Neuma undertakes not to disclose information that has become known to it in relation to the provision of a translation service and/or a contract for the provision of the service or materials delivered to Neuma by the Client to third parties. Disclosure of Confidential Information to third parties is only permitted with the prior written consent of the other party or in cases and according to the procedure expressly prescribed in the legislation of the Republic of Estonia. Disclosure of Confidential Information also means the interpretation, copying, reproduction and/or direct or indirect dissemination and/or publication in any other manner of the information to third parties.

5.4. Neuma will ensure full compliance with the Data Protection Act and the relevant rules in its sphere of responsibility. The parties will agree upon the need for the implementation of additional data protection requirements separately.

5.5. The confidentiality obligation established in clause 5 will remain valid indefinitely.

6. PAYMENT

6.1. The Client will pay a fee to Neuma respective to the Invoice submitted to the Client by Neuma according to the contract for the provision of the service or the price offer submitted by Neuma.

6.2. Amounts payable for the translation work will be paid by bank transfer to Neuma's account, indicated on the Invoice.

6.3. The payment term is deemed to be the date provided on the invoice. The above also applies if the completed translation cannot be delivered to the Client upon the

agreed time for reasons independent of Neuma, as well as in the event that the Client does not come to claim translations deliverable on paper or in another physical format upon the agreed time.

7. LIABILITY

7.1. The parties will perform the obligations arising from the General Terms and the contract for the provision of the service appropriately, reasonably, in good faith, following due diligence, and considering customs and practices.

7.2. The parties are not liable for failure to perform an obligation if such failure is due to force majeure or another circumstance independent of the parties that the party that failed to perform the obligation was unable to influence and the preclusion of which could not have been expected of it pursuant to the principle of reasonableness.

7.3. The Client has the right to submit a complaint to Neuma regarding the quality of the translation within the period indicated in 3.8. Complaint has to be submitted in writing and include detailed description of alleged faults or shortcomings in the translation. Any declarative claim or general opinion without detailed explanation is considered ungrounded.

7.4. Neuma is not responsible for the quality of translation if the Client has been notified about the imperfection of the source text (illegible or difficult to read or incomprehensible for some other reason) according to 3.11., and the Client has not rectified these shortcomings on agreed time.

7.5. Neuma will thoroughly review the Client's complaint and use independent experts, if needed, in order to evaluate whether the complaint is grounded. If it turns out that the complaint is grounded, the parties will agree on a deadline for eliminating the shortcomings in the translation. Neuma will perform these corrections on its own expense.

7.6. If the Client wishes to make changes in the source text, which has already been given into translation or when translation is completed, these amendments in translation will be made by Neuma for an additional fee.

7.7. Neuma is not responsible for the quality of translation if the Client will make changes in the translation itself without Neuma's consent.

7.8. Submitting a complaint or a desire to make changes in the translation does not give the Client the right to delay payment of the sum payable for the translation, unless the parties have agreed differently.

7.9. Upon delay in the payment of its financial obligations, Neuma has the right to claim default interest from the Client to the extent indicated on the invoice submitted to the Client by Neuma.

8. SETTLEMENT OF DISPUTES

8.1. The law of the Republic of Estonia applies to the General Terms, any contract concluded for the provision of the translation service, its performance and interpretation; and the settlement of disputes arising from the contract.

8.2. In matters not regulated in the General Terms, the parties will be guided by the provisions of the legislation of the Republic of Estonia.

8.3. Disagreements arising between the parties will be resolved through negotiation.

8.4. If the parties do not reach an agreement, the dispute will be resolved by the Consumer Disputes Committee operating with the Consumer Protection Board, or by a court. It will be the court of the location of Neuma, if the parties have not agreed otherwise.

9. FINAL PROVISIONS

9.1. The General Terms apply to any contracts concluded between Neuma and the Client for the provision of the service and are an integral part of such contracts.

9.2. In the event of a conflict between the General Terms and the contract for the provision of the service between Neuma and the Client, the contract for the provision of the service prevails.

9.3. Neuma has the right to amend the General Terms unilaterally by publishing the new general terms on the website www.neuma.ee. The new general terms and conditions shall enter into force from publication.

9.4. If any provision of the General Terms is deemed null and void, this will not affect the validity of the other provisions.