

General terms and Conditions of Use (Customers)

For Clevoo GmbH, represented by Mehmet Dereli, Otto-Suhr-Allee 106 c, 10585 Berlin, Germany, hereafter referred to as "Clevoo".

§1 General Conditions

Clevoo offer their users (hereafter customer) the opportunity to have texts and other documents translated for a fee through the Clevoo website. The translations are carried out by Clevoo or contracted translators. The realization and implementation of the respective contract is executed through use of the website Clevoo.com. In all cases the customer is the contractual partner of Clevoo only, not the translator, who may be contracted by Clevoo.

§2 Contract Formation

(1) The customer may enquire about ordering a translation via the website Clevoo.com. Clevoo shall then consistently provide a quote and time sensitive price calculation to the customer online. The contract between Clevoo and the customer becomes valid upon the customer's order confirmation at Clevoo.com. Non-withstanding, Clevoo is authorized to revoke the contract when, for reasons such as outlined in § 3, the rejection is justified. In the event of a rejection neither party is obliged to perform or claim reimbursement.

(2) Clevoo may base the contract execution on written verification of valid authorization for an advance payment, or submission of a bank declaration of surety.

(3) Delivery deadlines are obligatory only if previously confirmed in writing by Clevoo.

§3 Scope of Services

(1) Clevoo agrees to translate, or have the text submitted by the customer translated, into the requested language by a contracted translator in an appropriate and professional manner and to ensure that the translation is carried out without omissions, additions or other content changes.

(2) Individual subject terminology established by the customer is taken into consideration only upon prior agreement, if sufficient and complete documentation, i.e. previous translations or glossaries are supplied upon placing the order. Otherwise, specialist terms shall be translated in accordance with the quality norm as outlined in section 1.

(3) Translations are limited to text only. If the text contains pictures (i.e. graphics, comics, etc.) Clevoo may decline translation of these sections or the entire text. This applies also if, in the sole opinion of Clevoo, the text consists of culpable or illegal content in violation of public morals. No compensation entitlement is due upon rejection.

§4 Acceptance, Obligation to give notice of Defects and Correction

(1) Upon translation, the translated text is made available to the customer on the Clevoo server as a down-loadable data file. At the same time the customer is notified of the completed project via email and advised of the storage address for download to their hard drive/cache memory.

(2) Obvious mistakes in the translation noticed upon download or other modes of transmittal to the customer, shall be reported immediately in writing and outlining the discrepancies.(obligation to give notice of defects). Hidden discrepancies shall be reported immediately upon discovery. Otherwise the translation shall be assumed contractually executed and acceptable.

(3) Other deliveries, i.e. by mail, email or fax shall be conducted only upon specific separate agreement.

(4) The customer is exclusively responsible for the retrieval via download to their hard drive/cache memory and shall hold Clevoo exempt from liability. If other delivery arrangements have specifically been agreed upon (mail, email, fax) the possible loss of the translation shall be the responsibility of the courier at delivery, or in the event of transmittal via fax or email, shall be the responsibility of the customer.

(5) If the translated text is not in accordance with the contractual agreement the customer shall

allow an acceptable time frame for correction of a minimum of 14 days by Clevoo.

Corrections are excluded if the discrepancy has been caused by the customer, i.e. by incorrect or incomplete information or faulty original text.

(6) Upon expiration of the agreed upon time frame the customer may request a termination of the contract or a reduction or compensation if the discrepancy has not been resolved in a timely manner. The entitlement excludes minor discrepancies that only insignificantly impact the quality of the translation.

§5 Liability, Guarantee and Limitations – The customer’s attention is particularly drawn to this clause

(1) Nothing in these Conditions shall limit or exclude the Supplier's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

(2) Subject to the above clause:

Clevoo shall not be liable to the customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contractual agreement; and Clevoo’s total liability to the customer in respect of all other losses arising under or in connection with the agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the amount charged by Clevoo for the service.

(3) Except as set out in these general terms and conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

(4) Unless specifically agreed upon in writing, Clevoo does not guarantee that the respective translation is permissible or appropriate to the customer's purpose. This applies especially in the event that the translation is published or used for marketing purposes. The customer exclusively bears all legal risks pertaining to the servitude or publication of the translated texts.

§6 Termination

(1) The customer may cancel the order at any time prior to the completion of the translation.

(2) If an allocated order is cancelled the customer is obligated to compensate Clevoo for the costs of the completed portion of the translation at that time. In any case the cost reimbursement entitlement consists of a minimum of 50% of the contract value.

(3) Documentation provided by the customer for translation purposes shall be returned immediately upon completion or termination without reminder. The customer data or translation file provided within the scope of the contract remains with Clevoo for archive purposes, unless the customer specifically requests that his personal data or the supplied text for translation be deleted.

§7 Rights of Use

When items are created partially, or in whole, within the terms of the copyright law by the translation services, Clevoo shall ensure that the customer may use and process the items in view of the provided translation, without restrictions as to area, content and time. (basic servitude and processing right). The right to modify and disclose the translation and its underlying rights to third parties is included.

§8 Compensation and Terms of Payment

(1) Unless otherwise contractually agreed upon, Clevoo shall provide the agreed services for billing the cost which is agreed upon contract formation (vgl. § 2.1) and the respective applicable value added tax.

(2) The respective payment obligation is due without deduction upon receipt of the invoice. In the event of arrears Clevoo reserves the right to charge default interest in the amount of 5% above the respective APR of the European Central Bank p.a. Clevoo is entitled to the assertion of greater arrears damage and/or other claims. The customer is entitled to prove that no, or only insignificant damage occurred as a result of arrears.

(3) Rights applicable to the translation (i.e. copyright, processing- and servitude right) are restricted from transfer until payment has been rendered in full.

§9 Compensation-, Retention and Transfer Prohibitions

(1) The customer may charge against the claims of Clevoo only with undisputed or legally determined claims. The customer may exercise a retention right only in the event of such counter claims that result from the same contractual agreement as the claims that are subject to retention right.

(2) Relinquishing of rights resulting from this contract is not permissible without prior agreement of Clevoo.

§10 Data Protection Compliance

To the extent that any data or information belonging to the customer is personal data within the meaning of the Data Protection Act 1998 or equivalent legislation in the territory: Clevoo will process such data and information only in accordance with the customer's instructions; Clevoo will not transmit such data and information to a country or territory outside the European Economic Area without the customer's prior express written consent; and Clevoo will take such technical and organisational measures against unauthorised or unlawful

processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the customer as data controller.

§11 Basis of our terms of business

(1) Clevoo provides the service in compliance with these general business provisions only. All other general business provisions, regardless of their origin and content, are hereof not agreed.

(2) These general terms and conditions apply to commercial clients for all future business transactions even if not expressly agreed upon.

(3) Clevoo is entitled to modify or amend these general terms and conditions. The customer shall be notified of modifications or amendments. The customer is entitled to terminate the contract without 7 days notice upon receipt of the changes in the event the modifications or amendments are of a disadvantage to him/her; thereafter the modifications and amendments become valid.

(4) Validity of subsidiary agreements, positive assertions and other provisions as well as modifications and amendments of this contract must be in writing.

§12 Final Provisions

(1) Contract enquiries addressed to Clevoo outside the scope of service as outlined in number 3 are not affected by these business provisions. This includes especially: Additional Services such as DPT, print, HTML-files etc. These provisions shall be agreed upon separately.

(2) Place of execution for all contractual services is the business domicile of Clevoo, currently in Berlin, Germany.

(3) Contracts executed on the basis of these general terms and conditions are subject to the Laws of Germany.

(4) For commercial customers, the venue for legal disputes stemming from this contract is the business domicile of Clevoo. This also applies in that the event the customer does not, or no longer has a legal national domicile, or his residence is unknown at the time of the charge. Clevoo however, may also file suit at the customer's domicile.

(5) If a provision of this agreement should be, or become invalid in part, or as a whole, the remaining provisions thereof shall not be affected. Moreover, a provision coming closest to the invalid provision, renders an equal economic result and would have been agreed upon if the parties were aware of the invalid provision shall take its place.