

General Terms and Conditions (GTC Translator)

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

§1 General

Clevoo offers translators the opportunity to translate texts in return for remuneration via the medium of the internet platform operated by Clevoo, delivering those translations by the same means.

§2 Registration/use of services

(1) To make use of Clevoo's services the translator must first apply by fully completing the application form on Clevoo's website. With the application, the translator agrees to the GTC valid at that time. The translator can view the relevant GTC online before the registration and at any time thereafter and can store or print the agreement as required.

(2) With his/her application, the translator confirms that all his/her entered details are accurate, complete and truthful and undertakes to keep the information provided up to date. If such information is found to be false, incorrect or out of date, Clevoo may block or discontinue the translator's access to Clevoo's services at any time.

(3) During the registration, Clevoo shall verify the e-mail address provided by the translator by sending a confirmation e-mail, the receipt of which the translator shall confirm by clicking on a link. After a successful assessment of the translator's application, the translator's account will be activated and he/she will be able to use Clevoo's services.

(4) The translator himself/herself is responsible for keeping his/her login data (login, password) private. Should an unauthorized third party gain knowledge of the translator's data, Clevoo must be notified immediately.

(5) The translator has no entitlement to admission for the purpose of using Clevoo's services. Clevoo has the right to change or even discontinue the operation of its services at any time.

§3 Performance, delivery, check and acceptance of translations

(1) Clevoo will offer the translator translation jobs but is at no obligation to do so. If the translator accepts a translation job, he/she is obliged to perform a diligent translation of the provided text. The translator is not entitled to provide a partial performance on principle.

(2) Clevoo shall check the texts submitted by the translator for quality assurance purposes. The translator does not have an entitlement for the submitted translations to be checked.

(3) The translator is responsible for the quality of the translation and compliance with agreed deadlines.

(4) It is at Clevoo's discretion to make alterations to translated texts without giving any reasons. If Clevoo makes alterations to texts that the translator has delivered, the translator is not liable for the translation accuracy of the modified sections of text.

(5) The time allowed for completing the translation depends on the individual job. If the translation is not delivered within the agreed time, Clevoo shall extend the deadline by a reasonable length of time. If the translator does not keep to this deadline, Clevoo is entitled to withdraw from the contract and claim damages on the grounds of non-performance. In

this case, the translator is not entitled to payment of any remuneration. Clevoo is further entitled to exclude the translator from further use of its services.

§4 Right to complain

(1) If the translator discovers discrepancies in connection with the assignment in question, he/she will be obliged to inform Clevoo of this immediately. This may, for example, concern the size and scope of the assignment as well as the quality and other conditions which may affect the translator's ability to carry out the assignment to a level satisfactory to the client.

(2) The customer is entitled to lodge a complaint within 14 days from receipt of the translated

document, subject to sales and delivery conditions.

(3) If it is shown that the customer is justified in making a complaint, the translator will bear financial responsibility for this.

§5 Grant of rights and confidentiality

(1) By submitting the text the translator grants Clevoo the exclusive right to use and/or utilize the translation without any restrictions as to time, content or location.

(2) Clevoo is entitled in particular to store the submitted translation in full or in part, to change or process it, to duplicate it, to reproduce it publicly, or utilize it in any other way.

(3) Clevoo is also entitled to grant and/or transfer the above usage rights to third parties.

(4) The translator waives his/her right to be designated and/or named as the author.

(5) Information received from a customer or Clevoo in connection with a translation shall be treated as strictly confidential. Documents, reference texts and information may at no time be passed on without the express approval of the customer. Violation of these guidelines shall lead to immediate exclusion from Clevoo and possibly legal proceedings as well.

§6 Non-competition clause

To maintain a professional relationship, Clevoo expects Clevoo's suppliers to abstain from approaching Clevoo's clients.

§7 Infringements of rights and rights of third parties

The translator indemnifies Clevoo from all claims by third parties and/or damages, including any legal defence costs that might result from the provision of the translator's translation services. This also covers claims against Clevoo on account of the content of the translations (slander, libel, infringement of personal rights, etc.) and/or the infringement of the proprietary rights of third parties (such as copyrights, rights to names and trademark rights).

§8 Remuneration, payment and warranty rights

(1) The translator will receive remuneration for translation or proofreading jobs accepted by Clevoo. The remuneration is calculated on the basis of the word count in the source language, the language combination and the subject category. The resulting remuneration is agreed between Clevoo and the translator upon acceptance of the translation job.

(2) Remuneration for completed translations will be credited to the translator's user account.

(3) At the end of each calendar month a credit note will be generated in PDF format which can be accessed from the translator's user account. This credit note lists the translator's total earnings for that month and will be considered as the translator's invoice to Clevoo. If the translator is liable to sales tax, the invoice must show the applicable sales tax.

(4) The total earnings will be transferred to the translator's bank, PayPal or Moneybookers account on the 15th of the following calendar month.

(5) Payment can be transacted via PayPal, Moneybookers or bank transfer. For bank transfers

outside the EU a seven euro processing fee will be deducted from the translator's earnings. The minimum transfer sum for bank transfers is EUR 10. Until the translator has earned EUR 10, the total sum will remain credited to the user account. There is no minimum transfer sum for payments by PayPal or Moneybookers. The translator will be liable for the transaction fees deducted by PayPal or Moneybookers.

(6) The translator must enter his/her payment details into his/her Clevoo account in order for the payment to be transacted. Failure to do so may result in delayed payment.

(7) Clevoo is entitled to postpone the payment to a different day, but no later than the end of the month. Credit accumulated in the translator's account is not interest-bearing.

(8) Clevoo explicitly states that payments represent translator's income and are as such subject to income tax and must therefore be reported by the translator to his/her tax office.

(9) If it transpires that the translated texts contain defects that are not merely minor in nature,

Clevoo is entitled to reduce the remuneration accordingly and/or put forward claims for damages. It is at the reasonable discretion of Clevoo by how much the credit amount in the translator's account should be reduced, subject to review by the responsible court in case of dispute. The assertion of further claims and/or rights remains unaffected.

(10) If a project is terminated by the customer once work has already begun, the supplier is entitled to receive a prorated payment for the respective amount of completion. The compensation claim for the translator is in any event at least 25% of the agreed remuneration.

§9 Liability

(1) Clevoo shall be fully liable in case of injury to life, limb or health as well as gross misconduct (gross negligence or intent). In case of impossibility and default as well as in case of breach of material contractual obligations (so-called cardinal obligations), Clevoo shall also be liable in cases of slight negligence, but then limited to the typical foreseeable damage. Cardinal obligations are contractual obligations whose fulfillment actually make the orderly execution of the contract possible and on whose fulfillment the ordering party regularly relies and also should be able to rely.

Typical foreseeable damage is the type of damage that relates to the protective purpose of the

respective breached contractual obligation or legal standard according to objective criteria. Otherwise, Clevoo shall not be liable in cases of slight negligence. The above-mentioned limitations of liability also apply to the bodies and vicarious agents of Clevoo.

(2) Clevoo does not guarantee the accuracy of data made available by third parties via Clevoo.

Neither shall Clevoo be liable for delays or defects in performance that are the result of unclear, incorrect or incomplete order conveyance or placement by third parties, including incorrect data input. This applies in particular in cases where third parties have obtained access to Clevoo's services without due authorization and have caused malfunctions, of whatever type and/or content, within the operation of Clevoo's online platform.

§10 Data backup

(1) Clevoo shall perform regular data backups for the data stored in the translator's account. In the event of loss of data, Clevoo shall strive to rectify the loss of data immediately. This does not affect Clevoo's liability pursuant to Section nine of the Terms and Conditions.

(2) The translator is responsible for ensuring data backup for his/her translations.

§11 Side agreements and amendments to the GTC

(1) There are no verbal side agreements. Amendments and additions to these GTC must be made in text form to be valid (letter, fax, e-mail). This provision can also intentionally only be eliminated by agreement in text form. No other GTC shall be applicable.

(2) Clevoo is entitled to make amendments or additions to its GTC at any time. The translator shall be informed about any such changes in text form via letter, fax or e-mail and by the updated GTC being placed on Clevoo's website. Unless the translator objects within a period of 10 working days in text form, his/her conduct is considered to constitute approval of the new GTC.

§12 Final provisions

(1) The laws of the Federal Republic of Germany apply.

(2) Place of jurisdiction for all disputes arising from the contractual relationship is Berlin.

(3) Any transfer of rights and responsibilities from the contractual relationship requires Clevoo's approval in text form to be valid.

(4) Should a provision of this agreement be or become ineffective in full or in part, this shall not affect the effectiveness of the remaining provisions. Instead, the ineffective provision shall be replaced by a replacement provision that corresponds to or at least approximates the purpose of the agreement that the parties would have made to achieve the same economic effect had they known of the ineffectiveness of the provision. The same applies accordingly to a gap in the provisions.