

Terms of service (suppliers)

Definitions

"Agreement": the combined terms of service, guidelines, policies and other documents referenced herein.

"Service": all lingoowl websites, platforms, related technology and offered services.

"We" or "Us" or "lingoowl": lingoowl as a company, its representatives and any subsidiaries.

"You": you as a person or the company or legal entity you represent.

"Work": content created from the source material.

"Customer": any company or legal entity registered with lingoowl.

"Platform": lingoowl's online portal and platform.

"Account": the online account where your information is stored and managed.

"User": a registered user.

"Supplier": third-party contractors who engage with lingoowl to provide services.

"Order": any order for services created by a customer and accepted by lingoowl.

"Source Material": source content, guidelines, glossary and other materials provided by customers.

"Offer": the terms proposed by a supplier for a specific order.

"Affiliate": any company, entity, corporation, partnership, joint venture, and limited liability companies in which lingoowl directly or indirectly holds at least a 50% ownership, equity, or financial interest.

1 Purpose

1.1 This Agreement applies to all Services provided by lingoowl to You and all Work done and Services provided by You on behalf of lingoowl for our Customers. All deviations from the Agreement are only valid with lingoowl's prior written consent.

2 Registration

2.1 To access the Platform, You are required to register with lingoowl and warrant that you provide accurate, truthful, and complete registration information (including, but not limited to) name, user name, e-mail address and a password You will use to access the Service and to keep your registration information accurate and up-to-date.

2.2 When registering with lingoowl, You agree not to;

- provide any false personal information or create any Account for anyone other than You without such person's, company's or legal entity's permission;
- use a username that is the name of another person with the intent to impersonate that person; or
- use a username that is otherwise offensive, vulgar or obscene or otherwise unlawful.

2.3 We may refuse registration of, or cancel an Account, without any notice at any time for no reason. You are solely responsible and liable for activity on your Account. You are responsible for maintaining the confidentiality of your password. You are not allowed to use another User's Account without prior express permission. You are required to immediately notify Us in writing if You suspect unauthorised use of your Account or any other Account related security breach.

2.4 You warrant that You are of legal age to sign a binding contract and that You are authorised to enter into this Agreement. We may refuse to offer Services to any person, company or legal entity and change its eligibility criteria at any time. You are solely responsible for ensuring that this Agreement is in compliance with all laws, rules and regulations applicable to You and the right to access the Service is revoked where this Agreement or use of the Service is prohibited and, in such circumstances, You agree not to use or access the Services in any way.

2.5 By registering you automatically agree to this Agreement and the Supplier NDA.

3 Our services

3.1 We offer various Services including (but not limited to) translation, editing, proofreading and transcreation. We may change any and all of the Services provided at any time.

4 Quality and performance

4.1 By engaging in any Order, You agree to meet or exceed the quality level and any other instructions and requirements applicable to the Service.

4.2 You agree only to engage in any Order, for which you have sufficient capabilities including (but not limited to) time, knowledge and skill.

4.3 You agree to perform the Work in a professional manner and to perform the Work yourself.

4.4 The submission of any form of machine translations does not meet lingoowl's quality standard, unless otherwise specified.

4.5 You agree to solely and fully use the technologies including (but not limited to) CAT tools, specified by Us.

4.6 You agree to communicate any deficiencies in Source Material including (but not limited to) wrongly indicated source language and unsuitable content as soon as possible.

4.7 You agree to respond quickly and professionally to Customers and Us. Unless otherwise expressly indicated, all communication is considered time sensitive. You assume all responsibility for failure to read correspondence or notices, including those that might result in loss of your compensation.

4.8 Failure to meet with any and all requirements specified under Section 4., may result in Work being deemed "Incomplete".

5 Orders and approval

5.1 Customer may cancel any Order that has not yet been engaged by a Supplier.

5.2 We do not guarantee that a particular Customer or that any Customer will accept any or all Offers from You.

5.3 If a Customer accepts your Offer, the Order is automatically deemed "In progress".

5.5 Due to the nature of the Services provided, We acknowledge that errors will inevitably occur. We may reject the Service if it does not meet the Quality Level of the Order. In such case, You are obligated to perform relevant corrections or allow the Order to be cancelled.

6 Compensation and payment

6.1 You will be due compensation according to the agreed fee.

6.2 You agree that any and all compensation will be made via lingoowl supported payment provider in EUR.

6.3 Any and all compensation is subject to regulation under Danish law including (but not limited to) VAT regulations.

6.4 We may request additional information from You in the future if required under Danish law. All information collected will be used solely to fulfil lingoowl's obligations under Danish law and will not be used for any other purpose.

6.5 You are solely responsible for having, a functioning account with the payment provider to receive funds from Us.

6.6 Transfer of funds will be made five (5) days after a Service is deemed "Completed".

6.7 We will deduct from your payment all costs related to the collection of funds from Customer.

6.8 You agree that We may withhold or reduce or offset your accrued compensation balance if:

- You do not meet the requirements of the Order;
- You perform Work on an Order when You should have communicated deficiencies according to Section 4.6.;
- You fail to comply with any and all requirements under Section 4.;
- We terminate You under Section 11; or
- You do not otherwise comply with this Agreement.

7 Suppliers

7.1 Any Supplier performs Services as an independent contractor and nothing in this Agreement is deemed to create a partnership, joint venture, agency, or employer-employee relationship between the Customer and You or between Us and You and any Supplier and any Customer.

8 Intellectual property rights

8.1 All rights between You and Us including (but not limited to) all right, title, and interest in any material and Work You provide to Us, are solely owned by Us.

8.2 Nothing in this Agreement grants any license or right to use any trademarks of lingoowl without prior written permission. The content on the Platform and all related Services is protected by intellectual property laws and may not be copied, distributed, modified, published, or transmitted in any manner.

8.3 Third party content and trademarks displayed on the Platform or any related Service, are the property of their respective owners and may not be reproduced in whole, or in part, without the express written permission of the owner.

8.4 By submitting feedback or suggestions about our Services, You allow Us to use any and all feedback or suggestions without obligation to You.

8.5 In order to constantly improve the quality of the provided Services, We may use your Work for such purpose. Your materials will never be made publicly available.

9 Indemnity

9.1 You agree to indemnify and hold harmless lingoowl, its Affiliates, current and past directors, officers, and employees from and against any and all claims, taxes, losses, damages, liabilities, judgments, settlements, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with;

- negligent, reckless or intentionally wrongful act by You;
- a determination by a court or agency that You are not an independent contractor;
- your breach of any of part of this Agreement and corresponding lingoowl Supplier NDA;
- failure to perform your obligations or exercise your rights in accordance with all applicable laws, rules and regulations.

10 Term and termination

10.1 Your relationship with Us begins on the date You accept and agree to this Agreement and continues until You or We terminate it by giving notice. We may terminate this Agreement immediately upon notice to You, if You:

- violate this Agreement, or violate the spirit of this Agreement;
- violate the lingoowl Supplier NDA;
- provide your contact information to Customers or attempt to contact Customers outside of the Platform;
- fail to communicate in a professional and courteous manner with Customers, other Suppliers, or lingoowl staff;
- Behave in a manner that disrupts lingoowl's Service or Platform, or;
- Create multiple lingoowl accounts for any reason.

10.2 You agree that We may, in its sole discretion, remove one or more levels of your qualification, permanently or temporarily withhold compensation (including for jobs in progress), or terminate any of your pending jobs.

11 General terms

12.1 This Agreement is governed under Danish Law.

11.2 We may modify this Agreement at any time. You are responsible for acquiring updates. In case You do not agree to the modified terms for any or all Services, You should discontinue your use of that or those Services.

11.3 In case of conflict between the terms in this Agreement and an Order, the Order will control for that conflict.

11.4 Lack of immediate action from Us for failure to comply with this Agreement, does not indicate renunciation of right or intend to seek future action.

11.5. In case of a particular term being unenforceable or becoming inapplicable, this will not affect the remaining part of this Agreement.

11.6. You are not entitled to assign, transfer, or delegate any part of this Agreement without lingoowl's prior written consent. We may assign, transfer, or delegate any portion

of this Agreement with or without notice to You. Your attempt to assign, transfer, or delegate this Agreement without lingoowl's consent will be invalid.