

General Terms and Conditions for Customers

1. General information

1.1 LEGINDA GmbH operates a web portal for the ordering of professional translations in all specialist areas. The following General Terms and Conditions (GTCs) apply to all contracts concluded with the CUSTOMER (hereinafter referred to as the "CUSTOMER") via the online translation platform of LEGINDA GmbH, Bleichstraße 27, 66111 Saarbrücken (hereinafter referred to as "LEGINDA") at the domain www.leginda.de.

1.2 These GTCs contain special regulations for CUSTOMERS who are entrepreneurs under the terms of Section 14 of the German Civil Code (hereinafter referred to as "ENTREPRENEURS"). These special clauses for business transactions are indicated by means of an explicit reference to ENTREPRENEURS and do not apply to transactions with consumers under the terms of Section 13 of the German Civil Code.

1.3 LEGINDA does not acknowledge any deviating GTCs of the CUSTOMER unless it has expressly agreed to the same on a case-by-case basis.

2. Conclusion of the contract

2.1 Following registration on the LEGINDA website at www.leginda.de, the CUSTOMER receives access to their personal customer portal (hereinafter referred to as the "account"). The CUSTOMER selects a password during the registration process. They can log into their account with their email address and password. The access data must be treated as confidential by the CUSTOMER and must not be disclosed to third parties.

2.2 LEGINDA offers different types of translation. The CUSTOMER can start the order process by clicking on the "Request quotation" button and then selecting a type of translation or order. The illustration of the products is only a non-binding invitation to the CUSTOMER.

2.3 The CUSTOMER can choose between a translation by a translator and neural machine translation without the involvement of a translator. The following order types are available to the CUSTOMER:

- Simple translation
- Editing
- Translation with editing
- Translation with proofreading
- Simple certification
- Certified translation
- Neural machine translation
- Neuronal machine translation with post-editing

2.4 After selecting the order type, the CUSTOMER can upload the translation text to their personal customer portal or enter the translation text in a field provided for this purpose. The price is then calculated; the CUSTOMER can request a non-binding quotation by clicking on the "Request individual quotation" button.

2.5 The order process is completed by clicking on the "Accept price and place payable order" or "Order directly" button. LEGINDA confirms receipt of the order automatically by email. A contract is not concluded yet.

2.6 By means of a separate declaration of acceptance by email, the translation contract shall come into force once the order has been verified by LEGINDA unless an immediate payment option was agreed (PayPal, credit card, direct debit). In these cases, the contract shall be deemed concluded when the payment is made. In this situation, LEGINDA reserves the right to a three-day right of withdrawal, which can be exercised, inter alia, if a translator cannot be found for the appropriate language combination, or if the CUSTOMER orders punishable contents. LEGINDA shall refund the payment made by the CUSTOMER without delay in this case.

2.7 The contract is concluded with LEGINDA GmbH, Bleichstraße 27, 66111 Saarbrücken.

3. Scope of services

3.1 LEGINDA provides the translations under the agreed conditions.

3.2 The CUSTOMER acknowledges that only the contents contained in the template are translated if a simple translation is ordered. LEGINDA is not obligated to check the template or the translated text to ensure that it is meaningful.

3.3 LEGINDA may refuse to translate the text.

3.4 Digital contents shall be delivered by sending a download link or providing an attachment in an email.

3.5 Delivery deadlines are only binding if they were expressly agreed by the CONTRACTING PARTIES. The delivery deadline shall be extended accordingly in the event of force majeure and circumstances which are not attributable to LEGINDA. The CUSTOMER shall be informed of the delivery time as part of the order process. LEGINDA shall inform the CUSTOMER of any delays.

3.6 LEGINDA is entitled to make partial deliveries. LEGINDA shall inform the CUSTOMER separately in this situation.

4. Storage of translation texts

4.1 LEGINDA shall create a customer-specific terminology database for each CUSTOMER. This is done to process any follow-up orders more quickly, more efficiently and more affordably. The CUSTOMER is entitled to request handover of this terminology database from LEGINDA at any time and without incurring any additional costs.

4.2 LEGINDA shall store and delete the translation text according to the statutory regulations.

5. Performance of the contract by third parties

5.1 LEGINDA is entitled to make use of suitable and verified third parties to provide the translation service. Contact between LEGINDA and the translators requires LEGINDA's consent.

5.2 LEGINDA shall instruct the translators to delete all the contents provided by the CUSTOMER following completion of the assignment.

6. Right of cancellation

6.1 Cancellation instruction

If the CUSTOMER is a consumer, they are entitled to cancel the contract within 14 days without any need to state any reasons. The cancellation period shall start when the contract is concluded.

To exercise the right of cancellation, the CUSTOMER must inform LEGINDA of their decision to cancel the contract by making an express declaration.

The cancellation notice can be sent by post or by email and must be addressed to LEGINDA GmbH, Bleichstraße 27, 66111 Saarbrücken, Phone: +49 (0)681 940 300 5, info@leginda.com.

6.2 Consequences of cancellation

If the CUSTOMER withdraws from the contract, LEGINDA shall immediately, but at the latest within 14 days of the date on which LEGINDA receives the cancellation notice, refund all payments to the CUSTOMER. For the refund, LEGINDA shall use the same payment method that the CUSTOMER used for the original transaction. Under no circumstances shall the CUSTOMER be charged for this refund.

End of the cancellation instruction

6.3 Loss of the right of cancellation

Insofar as the CUSTOMER, as a consumer in the context of conclusion of the contract, expressly agrees that the translation can be started before the cancellation period has elapsed, they shall be made aware by means of a separate notification during the order process that they shall therefore lose their right of cancellation.

7. Prices

7.1 The net prices displayed in the personal customer portal on the day of order placement, plus VAT at the statutory rate, shall apply. The prices are indicated in euros, US dollars and British pounds.

7.2 Modified VAT rates may apply on a case-by-case basis for cross-border deliveries.

8. Means of payment

8.1 The payment shall be processed using the payment service provider PAYONE (www.payone.de, PAYONE GmbH, Fraunhoferstr. 2-4, 24118 Kiel). If a trustee service / payment service provider is used, this enables LEGINDA and the CUSTOMER to process the payment between one another. The trustee service / payment service provider transfers the CUSTOMER's payment to LEGINDA. More information can be found on the website of the respective trustee service / payment service provider. PAYONE's own GTCs (https://www.bspayone.com/downloads/agb/10700_DE-AGB_0918.pdf) shall apply to the payment service.

8.2 The CUSTOMER can choose between the following payment options:

- Payment service provider (PayPal)
- Credit card

8.3 Payment using PayPal

LEGINDA accepts credits to its PayPal account. It does so on account of performance (as per Section 364 II of the German Civil Code). The provider is PayPal (Europe) S.à.r.l. & Cie, S.C.A., 5th Floor, 22–24 Boulevard Royal, L-2449, Luxembourg. The contractual relationship between PayPal and its customers is exclusively based on PayPal's terms of use.

8.4 Payment by credit card

In the case of payment by credit card, the credit card shall be debited immediately.

8.5 LEGINDA reserves the right to offer selected CUSTOMERS the invoice payment option. In

the event of delivery against invoice, this shall be due for payment immediately, but at the latest within 15 days of the invoice date.

8.6 The CUSTOMER shall not be entitled to use a certain payment method.

8.7 CUSTOMERS who are ENTREPRENEURS are only entitled to offset rights if the counter-claims are legally determined, undisputed and recognised by LEGINDA, or if the opposing claims are based on the same legal relationship. This offsetting exclusion does not apply to CUSTOMERS who are consumers under the terms of Section 13 of the German Civil Code.

9. The CUSTOMER's obligations

9.1 The CUSTOMER shall provide LEGINDA with the text to be translated in an editable format. They may issue LEGINDA with instructions for the translation.

9.2 Only the CUSTOMER shall be liable for the lawfulness of the contents to be translated. LEGINDA is not obligated to check the lawfulness of the same. If LEGINDA is obligated by a third party to cease and desist or pay compensation due to the translation of such contents, the CUSTOMER shall hold LEGINDA harmless from any claims.

9.3 Acceptance of the translation, including partial deliveries, is the CUSTOMER's main obligation. If the CUSTOMER refuses acceptance or fails to declare the same without a legal justification, they shall fall into default of acceptance without further reminder and shall be liable for any ensuing damages. Once the translation has been downloaded or the document opened and examined, acceptance shall be deemed granted within 24 hours of the CUSTOMER downloading or opening the same.

9.4 LEGINDA shall permit use of the translation only once the contractually agreed remuneration has been paid in full. LEGINDA is entitled to prohibit use of the translation by the CUSTOMER if remuneration has not been paid and to request that the CUSTOMER hand over or delete any copies of the same.

9.5 The CUSTOMER is not entitled to grant third parties access to the translations before payment is made in full.

10. Warranty

10.1 The warranty for translations produced by translators shall be based on the legal regulations according to Section 634 et seq. of the German Civil Code in conjunction with the type of translation ordered.

10.2 The warranty for neural machine translation (pure service contracts) shall be based on general regulations. LEGINDA does not provide any guarantee that the content of these translations is accurate.

10.3 The limitation period for warranty claims for ENTREPRENEURS is 12 months from acceptance or delivery of the translation.

11. Liability

11.1 LEGINDA shall be liable without restriction for damages resulting from injury to life, limb or health, for damages due to intent or gross negligence on the part of LEGINDA or one of its legal representatives or vicarious agents, and for damages resulting from failure to comply with a guarantee given by LEGINDA or an assured property or due to fraudulently concealed defects.

11.2 With limitation to compensation of the foreseeable damage typical of the contract, LEGINDA shall be liable for such damage which is due to a slightly negligent breach of essential contractual obligations either by itself or by one of its legal representatives or vicarious agents. Essential contractual obligations are those obligations, fulfilment of which enables proper performance of the contract in the first place and on compliance with which the CONTRACTING PARTIES can regularly rely.

12. Right of use – defects of title

12.1 Insofar as copyrights or other intellectual property rights are created in favour of LEGINDA or its vicarious agents as part of the translation process, LEGINDA shall grant the CUSTOMER a right of use to the translation (simple right of use and exploitation) which is

unrestricted with regard to geographical scope and time at such time that the contractually agreed service is paid in full.

12.2 The CUSTOMER is entitled to publish translations if they have ordered a translation with editing or proofreading. In the event of simple translations (and neural machine translations), LEGINDA does not provide any guarantee that the content is accurate.

12.3 The CUSTOMER is entitled to pass the right of use transferred by LEGINDA on to third parties according to the following regulations:

- The third party undertakes in writing and directly vis-à-vis LEGINDA to comply with these GTCs at the CUSTOMER's instigation.
- Any transfer of rights of use to a third party by the CUSTOMER shall only be effective with LEGINDA's consent. LEGINDA undertakes to grant its consent unless there are important grounds to the contrary. If LEGINDA does not grant consent within 14 calendar days, consent shall be deemed to have been given.
- LEGINDA may terminate the contract on granting the right of use in writing for due cause.

12.4 LEGINDA guarantees that the translations do not infringe any third-party rights. LEGINDA shall grant the CUSTOMER a legal and proper right of use to the products. The CUSTOMER shall inform LEGINDA in text form without delay if third parties assert intellectual property rights (including copyrights or trademarks) to the translation. The CUSTOMER shall authorise LEGINDA to manage the legal dispute alone. In this situation, the CUSTOMER is not authorised to recognise a third party's claims without LEGINDA's consent. LEGINDA shall indemnify the CUSTOMER from any possible claims and shall bear the costs of the legal dispute provided that the CUSTOMER has fulfilled their contractual obligations.

12.5 The limitation period of these claims vis-à-vis ENTREPRENEURS is 12 months from acceptance or delivery of the translation.

13. Confidentiality

LEGINDA shall treat the information about the CUSTOMER which it becomes aware of in the context of the contractual relationship and any documents and materials handed over as confidential and undertakes not to use, exploit or disclose the same to third parties without express written consent where doing so is unnecessary in the context of fulfilment of the contract. Disclosure to third parties for the purpose of translation is permissible. LEGINDA undertakes to obligate such third parties to maintain confidentiality. This obligation extends beyond the contractual relationship.

14. Advertising – marketing

LEGINDA is entitled to list the service provided, which forms the basis of the contract, as a reference project on its website as long as it states the name of the CUSTOMER.

Both LEGINDA and the CUSTOMER are entitled to use brands, characteristics and logos which are approved by the other CONTRACTING PARTY.

LEGINDA is entitled to contact registered customers in writing, by e-mail or by telephone for the duration of active registration (user has an active account) on the portal.

15. Note according to Article 14 of the Regulation on ODR

In the event of a dispute, consumers can go through online dispute resolution proceedings with the assistance of a recognised arbitration board on the “Your Europe” portal http://europa.eu/youreurope/citizens/index_de.htm. The EU’s online dispute resolution platform is available at <http://ec.europa.eu/consumers/odr/>.

These online arbitration proceedings are not a mandatory prerequisite for invoking courts of competent jurisdiction, but rather are an alternative way of resolving disputes.

16. Final provisions

16.1 German law shall apply to these GTCs to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The statutory provisions shall apply to consumers. If copies of these GTCs are made in languages other than German, only the German version shall be deemed legally binding.

16.2 For entrepreneurs, legal entities under public law or special assets under public law, Saarbrücken shall be the sole place of jurisdiction. LEGINDA's right to also institute proceedings before another court remains unaffected by this.

16.3 LEGINDA reserves the right to amend the present terms of use at any time with effect for the future if there are objective grounds for doing so. This is particularly the case if LEGINDA extends / modifies the range of services it offers or if the legal situation changes. LEGINDA shall notify the CUSTOMER of any amendments beforehand in good time and grant them an appropriate period to object to such amendments. If the CUSTOMER does not object within this period, they shall be deemed to have given their consent. In the notification about the planned amendment, LEGINDA shall particularly refer to the significance of the cancellation period.

LEGINDA GmbH

Last updated: June 2020