



## Tolq.com Terms & Conditions

These Terms & Conditions apply to all Subscriptions to which Tolq.com is a party and to the Service, all of the foregoing as defined below. By using the Service offered by Tolq.com, you agree to the Terms & Conditions. If you do not agree, you will not be able to use the Services of Tolq.com.

We advise you to read the Terms & Conditions carefully to ensure that you are aware of your rights and obligations.

### Article 1. Definitions

For the purposes of these Terms & Conditions, the capitalised terms used in these Terms & Conditions have the following meaning:

- Customer: the natural person, whether or not acting in the course of a profession or business, or legal entity who purchases a Subscription to the Service of Tolq.com;
- Intellectual Property Rights: all intellectual property rights and related rights, including copyrights, trademark rights, database rights, trade name rights and neighbouring rights as well as rights to know-how and sui generis intellectual property rights;
- Log-In Data: the Customer's user name and password that provide access to the Tolq Account;
- Party: Tolq.com and/or the Customer;
- Privacy Statement: Tolq.com's privacy policy, available from [http://www.tolq.com/privacy\\_policy](http://www.tolq.com/privacy_policy) ;
- Service: the various translation services offered by Tolq.com inter alia through the Website and the Tolq Account, as specified in article 3;
- Subscription: Customers subscription to the Service, purchased through the Website, which grants Customer the right to use the Service under the conditions as set out in the Subscription and these Terms & Conditions;
- Terms & Conditions: these terms and conditions of Tolq.com;
- Tolq Account: the Customer's personal area, accessible through the Website by entering Log-In Data;
- Tolq Tag: the Javascript snippet offered by Tolq.com, that is to be inserted in the website of Customer to use the Service;
- Tolq.com: Tolq.com.com B.V., a private limited liability company incorporated under Dutch law, having its registered office and

maintaining a place of business at Prinses Margrietplantsoen 33 in (2595 AM) The Hague, the Netherlands, and listed in the Commercial Register of the Chamber of Commerce under number 51732939;

- Website: the website of Tolq.com, accessible through [www.tolq.com](http://www.tolq.com), including all its subpages and subdomains.

## Article 2. Applicability

1. The Terms & Conditions apply to the Subscription, all legal acts performed by Tolq.com and the Customer, to all legal relationships and agreements between the Customer and Tolq.com and to all aspects of the Customer's use of the Service.
2. The Terms & Conditions may be amended and/or supplemented by Tolq.com at any time. The most recent version of the Terms & Conditions is posted on the Website and stated in the Customer's Tolq Account. By continuing the use of the Service after any amendment and/or supplement to the Terms & Conditions, the Customer irrevocably accepts the amended and/or supplemented Terms & Conditions. If the Customer does not agree to the amended and/or supplemented Terms & Conditions, the only option is to cease the use of the Service and to terminate the Subscription, in accordance with article 8.1. Tolq.com advises you to consult the Terms & Conditions on a regular basis.
3. If any of the provisions of the Terms & Conditions proves to be void or voidable, or is or becomes invalid in full or in part for any other reason, the remaining provisions of the Terms & Conditions will continue to apply in full. Tolq.com will replace the invalid stipulation by a stipulation that is valid and whose legal consequences, in view of the substance and purpose of the Terms & Conditions, correspond as much as possible to those of the invalid stipulation.
4. The Customer's own general or other conditions, if any, do not bind Tolq.com and their applicability is hereby explicitly excluded.

## Article 3. Service

1. The Service offered by Tolq.com entails translation services. The Service offers different types of translation methods, including – but not

limited to – professional human translation, community translation and machine translation, as described on the Website.

2. To use the Service the Customer must purchase a Subscription by following the registration process for its chosen Subscription as offered on the Website. During the registration process the Customer is asked to provide certain information, such as – but not limited to – its email address. The Customer may also register using a social media account. Upon completion of the registration, Customer shall gain access to its Tolq Account, as specified in article 4, for the use of the Service.
3. The Customer warrants and is responsible for ensuring that the information provided when setting up the Subscription and Tolq Account is accurate, complete and up to date. If for any reason whatsoever the Customer's information is no longer up to date, complete or accurate, the Customer must promptly modify them to ensure that they are once again up to date, complete and/or accurate.
4. In its Tolq Account the Customer may enter the URL of its website(s) for which it wishes to use the Service. Tolq.com shall then provide the Customer with the Tolq Tag. Customer must insert the Tolq Tag into its website. Inserting the Tolq Tag is at the sole risk of Customer. Tolq.com is not responsible nor liable for any costs or damages incurred by Customer due to the (incorrect) insertion of the Tolq Tag in its website. Customer may request support on inserting the Tolq Tag, in accordance with article 3.9.
5. After insertion of the Tolq Tag, the Customer may start using the Service through its Tolq Account. When starting a translation, Customer must select the translation method and the language to which the website must be translated. The Customer understands that the completion period of the translation depends on the method of translation chosen by Customer. If any completion period is given, such an completion period is always indicative and does not bind Tolq.com in any way.
6. Upon completion of the translation, Customer is required to examine the translation. The examination is at the sole responsibility of Customer, Tolq.com does not guarantee that the translation is correct, complete or up-to-date. In the event that Customer is of the opinion that a certain translation contains any fault, inconsistency or deficiency or that the translation is not up-to-date Customer shall notify Tolq.com thereof as soon as reasonably possible, through the provided functionality in its Tolq Account.
7. Tolq.com does not have an obligation to remedy any faults, inconsistencies or deficiencies in the translation by the Service. In the event Tolq.com remedies a fault, inconsistency or deficiency, Tolq.com may charge Customer for the additional costs.

8. The Customer may use the translation methods of the Service and the number of languages as purchased in the Subscription. In the event Customer supersedes the allowed use of the Service Tolq.com may charge Customer for the additional costs, or – at the discretion of Tolq.com – automatically upgrade the Subscription of Customer. Any part of the Service not used by the Customer is non-refundable.
9. The Tolq Tag monitors and manages the website of Customer in which it is placed. The Tolq Tag, inter alia, registers any changes on the website it is placed and reports such changes in the Tolq Account for translation. Furthermore, the Tolq Tag registers in which language the website must be shown to any visitors. Customer accepts that the Tolq Tag solely has the features and functionalities as he finds at the moment of use (“as is” basis). Tolq.com may at any moment adjust the (working of the) Tolq Tag. Tolq.com may at any time update, adjust or alter the Tolq Tag, without having any obligation to Customer to maintain any specific functionality.
10. Tolq.com offers Customer a first line support. Customer may consult the online Knowledgebase, request support through the chat option or contact form in the Tolq Account or contact Tolq.com by email at support@tolq.com and/or hello@tolq.com.
11. Tolq.com may at all times and without prior (written) notice to Customer, make functional, procedural or technical changes or improvements to the Service, including the Tolq Account, login procedure and Tolq Tag. Tolq.com is under no circumstances obliged to maintain, adjust or add any specific functionality of or to the Service.
12. Tolq.com may (temporarily or permanently) take out of service, restrict the use of or terminate the Service and/or Tolq Accounts on the Service, without prior (written) notice and without becoming liable to the Customer, if such – in the opinion of Tolq.com – is necessary.

## Article 4. Tolq Account

1. Upon registration as meant in article 3.2 the Customer must provide a user name and password, the Log-In Data. The Customer is responsible for keeping the Log-In Data secret. The Customer may not disclose the Log-In Data to third parties or allow third parties access to the Tolq Account in any way whatsoever.
2. The Customer is responsible and liable for any and all use made of the Tolq Account by means of the Log-In Data. Tolq.com may assume that

the person who logs in using the Customer's Log-In Data is indeed the Customer.

3. The Customer may not access or attempt to access a Tolq Account to which it has not been authorized to access by receiving the Log-In Data from Tolq.com or another authorized party.
4. As soon as the Customer knows or has reason to suspect that the Log-In Data have come into the hands of unauthorised parties, the Customer must notify Tolq.com, without prejudice to the Customer's obligation to promptly take effective measures, including changing the Log-In Data.
5. Tolq.com reserves the right to modify the log-in procedure and/or the Customer's Log-In Data if it deems such modification necessary for the proper operation of the Service, the Website or the security of the Tolq Account.

## Article 5. Payment

1. The Customer is due the price for the Subscription as stated on the Website. All prices are in Euros and exclusive of VAT and other government levies, unless stated otherwise on the Website or the invoice.
2. Tolq.com is authorized to adjust the current prices in writing with a period of notice of at least three months. If the Customer does not wish to agree to such adjustment, the Customer is entitled to terminate the Service in writing within thirty (30) days after the notification as of the date on which the adjustment would take effect, unless the adjustment is less than or equal to the annual Dutch consumer price index.
3. Payments must be made in advance through the credit card payment option in the Tolq Account or within thirty (30) days after the invoice date, unless explicitly agreed otherwise in writing or stated on the invoice.
4. If Tolq.com has not received payment (in full) within a specified payment term, the Customer is immediately in default without any advance demand or notice of default being required. From the time of default, the Customer owes interest equal to the statutory interest for commercial transactions.
5. If the Customer remains in default of payment of the claim after a reminder or notice of default, Tolq.com may decide to refer the debt for collection. In that case all costs incurred by Tolq.com, such as costs

of the action and extrajudicial and court costs, including the costs of legal assistance, process servers and collection agencies, incurred in connection with late payments are charged to the Customer. The extrajudicial costs are fixed and come to at least 10% of the amount of the invoice with a minimum of EUR 2500,- exclusive of VAT.

6. Complaints in relation to invoices and/or the Service do not suspend the Customer's payment obligations. Tolq.com may suspend its Service – including but not limited to suspension of Customers access to the Tolq Account – if the Customer is in default of payment.

## Article 6. Intellectual Property

### Rights

1. All Intellectual Property Rights vested in the Service, including but not limited to the Website and the Tolq Tag, exclusively belong to Tolq.com or its licensors. Nothing in these Terms & Conditions intends to transfer (any part) of Intellectual Property Rights from Tolq.com or its licensors to Customer.
2. If the Customer complies in full with its obligations pursuant to the Subscription and these Terms & Conditions with Tolq.com, Tolq.com will grant Customer a limited, personal, revocable, non-exclusive, non-sublicensable and non-transferable right to distantly access and use the Service, including the Tolq Account and the Tolq Tag, in accordance with the Terms & Conditions.
3. All Intellectual Property Rights in relation to the website of Customer will remain with the Customer which uses and/or intends to use the Service on the website. The Customer acknowledges and accepts that by placing the Tolq Tag on its website, he automatically and free of charge grants Tolq.com an unlimited, worldwide, non-exclusive, irrevocable, sublicensable and transferable right to reproduce and/or translate, or have reproduces and/or translated, the website of Customer.
4. Save to the extent that it is allowed by mandatory statutory law, the Customer may not modify, reproduce, decompile or apply reverse engineering to (any parts of) the Service, including – but not limited to – the Tolq Tag. Furthermore, removal and/or circumvention of security measures or technical limitations (to use) of the Service, the Website and/or the Tolq Tag is not allowed.

5. Customer acknowledges that by translating its website using the Service, (additional) Intellectual Property Rights may vest in its website. Insofar as the Intellectual Property Rights arising from the use of the Service do not vest in Customer, Tolq.com shall endeavour to reasonable extent to obtain those Intellectual Property Rights. Tolq.com hereby grants Customer a worldwide, personal, not-sublicensable, non-transferable right to use the translation that is a result of the use of the Service in accordance with these Terms & Conditions for the term of the Subscription, unless otherwise agreed upon in writing.

## Article 7. Privacy

1. By registration, providing Log-In Data and by using the Service, the Customer will provide personal data to Tolq.com. This personal data will be processed in accordance with the Privacy Statement [http://www.tolq.com/privacy\\_policy](http://www.tolq.com/privacy_policy) of Tolq.com and the applicable laws and regulations.

## Article 8. Term and Termination

1. The Subscription is entered into for an initial period as described on the Website, or for an indefinite period. In the event of a defined period, Parties may not terminate the Subscription for convenience within the initial period. In the event of a Subscription for a defined period, the Subscription shall be tacitly extended by the duration of the original period and for termination a notice period of three (3) months shall be observed.
2. If the Customer breaches its obligations of the Subscription and/or these Terms & Conditions, Tolq.com has the right to immediately discontinue or to (temporarily) suspend its Service and/or to restrict access and/or use of the Service, including the Tolq Account, notwithstanding Tolq.com's other rights and remedies, including its right to claim damages.
3. Each of the Parties is entitled to terminate ('opzeggen') the Subscription immediately in full or in part in the event that the other Party goes bankrupt or is granted a suspension of payments, as well as in the event that the other Party's business is closed down or

liquidated. In the event of bankruptcy of the Customer, Tolq.com is entitled to terminate the right of use it furnished, unless the consequences would be contrary to reasonableness and fairness.

4. Each of the Parties shall be entitled to rescind ('ontbinden') the Subscription if the other Party imputably fails to perform material obligations – including in any event the payment obligations of Customer – under the Subscription and/or the Terms & Conditions – in all cases; after having received a proper written notice of default which is as detailed as possible and in which it has been given a reasonable time period to remedy the breach, or immediately if the other Party is in default without such a written notice being required according to Dutch law.
5. In the event the Subscription is rescinded as provided in article 8.4 there will be no reversal of that which Tolq.com has already carried out nor the related obligation to make payment, unless Customer proves that Tolq.com is in default in respect to the material part of such performance.
6. Amounts invoiced by Tolq.com prior to rescission in respect of that which Tolq.com has already properly performed or delivered will remain payable in full subject to the provisions of the preceding sentence and will become due and payable at the time of the termination.
7. After termination of the Subscription, Parties shall remain bound to the articles meant to survive such termination.
8. If the Subscription is terminated, whether due to expiry, rescission or termination, the licenses granted to the Customer in articles 6.2 and 6.5 will end immediately, the Tolq Account shall be made inaccessible and the Customer shall: cease and desist using the Service; remove the Tolq Tag from its website; and insofar as necessary, remove any translation or other result obtained through the Service.

## **Article 9. Warranties and indemnifications**

1. Tolq.com shall perform the Service to the best of its ability. However, the Customer accepts that the Service contains only the functionalities that he finds at the moment of use ("as is" basis). Except as expressly provided in these Terms & Conditions, Tolq.com makes no warranties of any kind, whether express, implied, statutory or



otherwise, including but not limited to any warranties of merchantability or fitness for a particular purpose, quality, safety, integrity or accuracy of the Service.

2. Tolq.com does not guarantee that the Service – including but not limited to the Tolq Tag – is free of defects and will operate without interruptions. Malfunctions in the Service may occur (but not exclusively) as a result of malfunctions in the internet or the telephone connection or due to viruses or faults/defects. Tolq.com is not responsible or liable for malfunctions in the Service due to malfunctions in the internet, the telephone connection or due to viruses.
3. Tolq.com is not responsible for the purchase and/or correct functioning of the Customer's website, infrastructure or third parties infrastructure. Tolq.com is never liable for damage or costs on account of transmission errors, malfunctions or non-availability of computer, data or telecom facilities, including the internet. The Customer is responsible for meeting any technical and functional requirements that may be provided and/or advised by Tolq.com in order to use the Service.
4. The Customer guarantees that he will not use the Service in a way that: infringes the rights of Tolq.com or third parties and/or are wrongful vis-à-vis third parties, including but not limited to Intellectual Property Rights or rights in relation to the protection of privacy; is contrary to any current legislation or regulations; and/or is contrary to any provision of the Subscription or these Terms & Conditions.
5. The Customer guarantees that it is the holder of or licensee to the Intellectual Property Rights to the website for which the Customer intends to use the Service and that it has the right to sublicense as meant in article 6.3 as well as the right to apply the Service to the chosen website.
6. The Customer indemnifies Tolq.com against all damage and costs arising from and/or related to claims of third parties based a violation of the guarantees as meant in article 9.4 and 9.5.

## Article 10. Liability

1. Tolq.com's liability for imputably failing to perform the Service and these Terms & Conditions, an unlawful act or any other act shall be limited to compensating direct damages. Tolq.com's liability for direct damages shall per event (a series of connected events considered one

event) not exceed the total amount paid by the Customer for the Service in the twelve (12) calendar months prior to such event. In no event shall Tolq.com's total, aggregate liability, however, exceed EUR 2.500,=.

2. "Direct damages" shall solely mean: property damages; reasonable expenses which the Customer would have to incur to make Tolq.com's performance conform to the Terms & Conditions; reasonable expenses incurred by the Customer to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of these Terms & Conditions; reasonable expenses incurred to prevent or mitigate damage, insofar as the Customer demonstrates that these expenses resulted in mitigation of direct damage within the meaning of these Terms & Conditions.
3. Tolq.com shall not be liable for any other damages than direct damages as specified in article 10.2, including, but not limited to, consequential damages arising out of, or in connection with the Service, Subscription or the Terms & Conditions, such as, but not limited to, loss of profit, loss of business, loss of anticipated savings, or any other similar financial loss or loss of goodwill or reputation, loss of data, or other incidental, indirect, punitive or exemplary damages of any kind, independent of whether the Customer provides notice to Tolq.com of such potential injury, damages or loss.
4. In any event, the Customer's right to claim damages regarding the Service, the Subscription, these Terms & Conditions, under tort or otherwise shall lapse one (1) year after the occurrence giving rise to the claim or action.
5. The limitations mentioned in the preceding paragraphs of this article shall not apply if and insofar as the damage or injury is the result of intentional acts or omissions or gross negligence by Tolq.com or its managers.

## Article 11. Miscellaneous

1. The Service, the Subscription and these Terms & Conditions are governed by Dutch law. The applicability of the Vienna Convention on the Sale of Goods is expressly excluded. All disputes, which may arise in connection with or as a result of the (use of the) Service, will be exclusively submitted to the competent court in Amsterdam, the Netherlands.



2. Customer shall not be authorized to transfer the Subscription and/or any of its rights and obligations arising there from to a third party without prior permission being granted by Tolq.com. Tolq.com is allowed to assign and/or delegate all or part of the Service and/or Subscription to any third party, without incurring any liability, upon written notice.



# Translators Terms & Conditions

These Terms & Conditions apply to all Agreements to which Tolq.com is a party and to all use of the Service, as defined below. By using the Service offered by Tolq.com, you agree to the Terms & Conditions. If you do not agree, you will not be able to use the Service of Tolq.com.

We advise you to read the Terms & Conditions carefully to ensure that you are aware of your rights and obligations. The Terms & Conditions can be downloaded as well as printed.

## Definitions

For the purpose of these Terms & Conditions, the capitalised terms used in these Terms & Conditions have the following meaning:

**Agreement:**

the agreement between Translator and Tolq.com for the use of the Service, as concluded by registering on the Website, of which these Terms & Conditions form an integral part;

**Client:**

the natural person, whether or not acting in the course of a profession or business, who provided Work to the Service, for the purpose of having its Work translated;

**Community Work:**

the Work which shall be translated for free;

**Intellectual Property Rights:**

all intellectual property rights and related rights, including – but not limited to – copyrights, trademark rights, database rights, trade name rights and neighbouring rights as well as rights to know-how and sui generis intellectual property rights;

**Log-In Data:**

the Translator's user name and password that provide access to the Tolq Account;

**Party:**

Tolq.com and/or the Translator;

Privacy Statement:

Tolq.com's privacy policy, available at [http://www.tolq.com/privacy\\_policy](http://www.tolq.com/privacy_policy)

Professional Work:

the Work which shall be translated for a fee per translated word, due to the Translator;

Service:

the translation service offered by Tolq.com to the Translator, providing an environment and means for the Translator to perform translation services;

Terms & Conditions:

these terms and conditions of Tolq.com;

Tolq Account:

the Translator's personal area, accessible through the Website by entering Log-In Data;

Tolq.com:

Tolq.com B.V., a private limited liability company incorporated under Dutch law, having its registered office and maintaining a place of business at Prinses Margrietplantsoen 33 in (2595 AM) The Hague, the Netherlands, and listed in the Commercial Register of the Chamber of Commerce under number 27361194;

Translator:

the natural person who has registered with Tolq.com for the purpose of using the Service to perform translation services to Clients regarding Work;

Website:

the website of Tolq.com, accessible through [www.tolq.com](http://www.tolq.com), including all its subpages;

Work:

the website of Client, in which a Tolq tag is implemented and which is provided in the Service to a Translator for the purpose of having the website translated, or any other form of content container provided by the client.

## 2. Applicability

1. The Terms & Conditions apply to the Agreement, all legal acts performed by Tolq.com and the Translator, to all legal relationships and agreements between the Translator and Tolq.com and to all aspects of the Translator's use of the Service.
2. The Terms & Conditions may be amended and/or supplemented by Tolq.com at any time. The most recent version of the Terms & Conditions is posted on the Website and stated in the Translator's Tolq Account. By continuing the use of the Service after any amendment and/or supplement to the Terms & Conditions, the Translator irrevocably accepts the amended and/or supplemented Terms & Conditions. If the Translator does not agree to the amended and/or supplemented Terms & Conditions, his only option is to cease the use of the Service and to terminate the Agreement, in accordance with article 12.1. Tolq.com advises the Translator to consult the Terms & Conditions on a regular basis.
3. If any of the provisions of the Terms & Conditions proves to be void or voidable, or is or becomes fully or partially invalid, for any other reason, the remaining provisions of the Terms & Conditions will continue to apply in full. Tolq.com will replace the invalid provision by a provision that is valid and whose legal consequences, in view of the substance and purpose of the Terms & Conditions, correspond as much as possible to those of the invalid provision.
4. The Translator's own general or other conditions, if any, do not bind Tolq.com and their applicability is hereby explicitly excluded.
5. Tolq.com may at any time assign the Agreement and/or its rights and obligations there under to third parties without Translators consent. Translator may not assign the Agreement or any of its rights and/or obligations there under without prior written consent of Tolq.com.

### **3. Registration and Tolq Account**

1. To use the Service the Translator must follow the registration process on the Website. Upon completion of the registration, the Translator and Tolq.com will have entered into an Agreement, of which these Terms & Conditions provide the terms and shall gain access to its Tolq Account.
2. During the registration process the Translator shall be asked to provide certain information, such as – but not limited to – email, name and address. The Translator warrants and is responsible for ensuring that the information provided is accurate, complete and up to date. If for

any reason whatsoever the Translator's information is no longer up to date, complete and/or accurate, the Translator must promptly modify them to ensure that they are once again up to date, complete and/or accurate.

3. Upon registration as meant in article 3.2 the Translator must provide a user name and password, the Log-In Data. The Translator is responsible for keeping the Log-In Data secret. The Translator may not disclose the Log-In Data to third parties or allow third parties access to the Tolq Account in any way whatsoever.
4. The Translator is responsible and liable for any and all use made of the Tolq Account by means of the Log-In Data. Tolq.com may assume that the person who logs in using the Translator's Log-In Data is indeed the Translator.
5. The Translator may not access or attempt to access a Tolq Account to which he has not been authorised to access by receiving the Log-In Data from Tolq.com or another authorised party.
6. As soon as the Translator knows or has reason to suspect that the Log-In Data have come into the hands of unauthorised parties, the Translator must notify Tolq.com, without prejudice to the Translator's obligation to promptly take effective measures, including changing the Log-In Data.
7. Tolq.com reserves the right to modify the log-in procedure and/or the Translator's Log-In Data if it deems such modification necessary for the proper operation of the Service, the Website or the security of the Tolq Account.

## 4. Training and Work

1. Upon the first use of the Service, the Translator shall perform a training. During the training the Translator shall be presented with Work which the Translator shall be required to translate. The training is not limited in time.
2. On the basis of the performance of Translator in the training as meant in article 4.1, Tolq.com shall determine the experience of Translator. This determination will be used by Tolq.com for the distribution of the Work among the various Translators of Tolq.com. The determination of the experience of Translator is an automated process, on which no discussion between Parties is possible.
3. After completion of the training the Translator may start translating Work, in accordance with article 5. In his Tolq Account Translator may

- indicate its compensation. All compensation is indicated in American Dollars and calculated per translated word, as indicated in article 6.
4. In the Tolq Account of Translator, Work shall be presented to the Translator. It is to the sole discretion of Tolq.com to divide the Work among the Translators. Tolq.com shall not be held to comply with any request regarding the appointment of any specific Work to a specific Translator or to provide a specific amount of Work to Translator.
  5. Work shall be divided in two categories: Community Work and Professional Work. It is to the sole discretion of Translator to pick Work from either category. Tolq.com does not have any obligations to provide Work to Translator in either category, nor to provide or comply with a request regarding a specific amount of Work in either category.
  6. Translator may translate Work at its own pace. There is no obligation regarding time limit, nor is Translator required to conclude any translation of Work.
  7. Translator may not enlist third parties to translate the Work on Translator's behalf.

## 5. The Service

1. Translator warrants that he shall use the Service in accordance with these Terms and Conditions of Tolq.com.
2. Translator may not use the Service in any way that:
  1. is discriminating regarding race, religion, gender, culture or heritage or which is otherwise offensive;
  2. calls for violence against and/or harassment of others;
  3. infringes on the rights of Tolq.com and/or third parties, including – but not limited to – Intellectual Property Rights and rights that relate to the protection of privacy;
  4. is false and/or misleading, including – but not limited to – the adoption of a false identity and/or making the incorrect suggestion that the Translator is in any way commercially connected with Tolq.com;
  5. contains viruses, Trojan horses, worms, bots and/or other software that can damage, disable or delete the Service or makes it inaccessible;
  6. violates the Terms & Conditions, including but not limited to the guarantees therein, the Privacy Policy or any applicable laws and/or regulations;



7. harms the interests and/or reputation of Tolq.com or any third party;
  8. reproduces, publishes and/or sells information which is obtained through the Service, other than the Work translated by Translator;
  9. adds any advertisement of Translator or any third party – except for the Client – to the translated Work.
3. Save to the extent that it is allowed by mandatory statutory law, Translator may not modify, reproduce, decompile or apply reverse engineering to (any parts of) the Service, including the Website. Furthermore, removal and/or circumvention of security measures or technical limitations of (the use of) the Service, the Tolq Account and/or the Website is not allowed.
  4. Translator may not under any circumstances directly contact the Client and/or enter into any agreement or enter into any other engagement with Client regarding the performance of any translation services for or on behalf of Client, without prior written consent of Tolq.com.
  5. Tolq.com may at all times and without prior (written) notice to Translator, make functional, procedural or technical changes or improvements to the Service, including the Tolq Account and login procedure, Tolq.com is under no circumstances obliged to maintain, adjust or add any specific functionality of or to the Service.
  6. Tolq.com may (temporarily or permanently) take out of service, restrict the use of or terminate the Service and/or Tolq Accounts on the Service, without prior (written) notice and without becoming liable to the Translator, if such – in the opinion of Tolq.com – is necessary.
  7. Translator is solely responsible for the purchase and/or the proper operation of the infrastructure necessary to use the Service, including an adequate connection to the internet. Tolq.com is never liable for damage or costs on account of transmission errors, malfunctions or non-availability of computer, data or telecom facilities, including the internet.

## 6. Payment

1. In his Tolq Account the Translator can see the amount earned by translating Professional Work. The amounts shown in the Tolq Account are in American Dollars and earned per translated word. The Translator acknowledges that the processing of the amounts earned may take

time and thus may not directly show in the Tolq Account. Tolq.com does not in any way guarantee the correct representation of the amounts earned by Translator.

2. As of ten (10) Dollars, the Translator may request payment of the amounts earned at any time. Such a request is made by following the required procedure in the Tolq Account which includes the registration of a bank account number provided by Translator. Translator acknowledges that the payment is an automated process which involves third parties. Tolq.com is not liable for any delay, failure or incorrectness in the payments to Translator.
3. In the event of any complaints of Client regarding the translation of Work done by Translator, Tolq.com may recover any payment already made to Translator regarding such Work, inter alia by setting off such payments to any future payments to be made to Translator.

## 7. Intellectual Property Rights

1. All Intellectual Property Rights vested in the Service, including but not limited to the Website, exclusively belong to Tolq.com or its licensors. Nothing in these Terms & Conditions intends to transfer (any part) of Intellectual Property Rights from Tolq.com or its licensors to Translator.
2. Subject to these Terms & Conditions, Tolq.com will grant Translator a limited, personal, revocable, non-exclusive, non-sublicensable and non-transferable right to distantly access and use the Service, including the Tolq Account.
3. Translator accepts that all Intellectual Property Rights in relation to the Work provided by Client will at all times remain with the Client which uses and/or intends to use the Service for its website. Translator is provided with a limited, non-exclusive, revocable, non-sublicensable and non-transferable right to translate the Work for the duration of the Agreement.
4. Translator assigns to Tolq.com as is agreed in the Agreement and Tolq.com hereby accepts the assignment of any and all Intellectual Property Rights Translator has, may have or will accrue by using the Service, including the translation of Work.
5. The assignment of the Intellectual Property Rights related to the translation of Work includes (i) any and all foreseeable, unforeseeable, existing and/or future rights to the translated Work, (ii) any an all versions, adjustments, changes, expansions, improvements, and/or revisions of the translated Work, (iii) any powers or rights the law

assigns or will assign to the Intellectual Property Rights, and (iv) the right to claim damages due to, inter alia, unlawful or improper use of the translated Work and Intellectual Property Rights related thereto.

6. If, for the assignment as meant in article 7.4 and 7.5 any additional deed (“akte”) is required, Translator hereby irrevocably authorizes Tolq.com to draft such a deed and sign in Translator’s name, unabated the obligation of Translator to sign any deed of transfer, without setting any additional conditions.
7. In as far as (parts of) the Intellectual Property Rights can not be assigned under the relevant national law(s), Translator hereby grants to Tolq.com a broad, worldwide, exclusive (excluding also the Translator), perpetual, irrevocable, transferable, assignable, sub-licensable and royalty free right to use the translated Work in the broadest manner as possible.
8. In as far as permitted under the relevant national law(s), Translator hereby waives any and all of the moral rights it has, may have or will accrue in connection with the Work, the translation thereof and related Intellectual Property Rights.

## 8. Database

## 9. Privacy

1. By registration, providing Log-In Data and by using the Service, the Translator will provide personal data to Tolq.com. This personal data will be processed in accordance with the [Privacy Statement](#) of Tolq.com and the applicable laws and regulations.

## 10. Warranties and indemnifications

1. Translator warrants that it shall exercise due care and diligence when translating the Work, that he shall perform any translation of Work to its best abilities and that that he is entitled to use the Service and perform the translation of Work.
2. The Translator warrants that he shall act in accordance with these Terms & Conditions, including – but not limited to – article 5.2.

Translator indemnifies and holds Tolq.com harmless against claims of third parties –including Clients – arising out of complaints about the (quality of the) translated Work, the Translator acting in any way contrary to the provisions of these Terms & Conditions, including (allegedly) infringing on Intellectual Property Rights, or acting in any way unlawful.

3. Tolq.com shall perform the Service to the best of its ability, however the Translator accepts that the Service contains only the functionalities that he finds at the moment of use (“as is” basis). Except as expressly provided in these Terms & Conditions, Tolq.com makes no warranties of any kind, whether express, implied, statutory or otherwise, including but not limited to any warranties of merchantability or fitness for a particular purpose, quality, safety, integrity, availability or accuracy of the Service, the Website, the Tolq Account and the Work provided.
4. The Service may contain links to third party websites that are not owned or controlled by Tolq.com. Tolq.com has no control over, and assumes no responsibility or liability for, the content, privacy policies, or practices of any third party websites.

## 11. Liability

1. The Translator shall be liable to Tolq.com in accordance with applicable law.
2. Tolq.com accepts no liability for damages that result from the (use of the) Service, an unlawful act, or any other cause, to the extent that is permitted under mandatory law. However, if nonetheless Tolq.com is liable to Translator for damages arising from any cause whatsoever, this liability is at any time limited to the direct damages up to an absolute maximum of EUR 10,- per event (a sequence of events will be regarded as one event).
3. Direct damage is understood to mean exclusively:
  1. damage to property;
  2. reasonable costs incurred to prevent or limit direct damages that could be expected from the event on which is the liability is based;
  3. reasonable costs incurrent in determining the cause of the damage.
4. Any liability of Tolq.com for damage other than direct damage (“indirect damages”), including – but not limited to – consequential

damages, loss and/or damage of data, loss of profits and lost sales, is excluded.

5. The limitations and exclusions of liability mentioned in the preceding paragraphs of this article will lapse if and in so far as the damage is the result of intentional or willful recklessness on the part of Tolq.com or its managers ("own actions").
6. The existence of any right to compensation is always conditional on the Translator reporting the damage to Tolq.com in writing as soon as possible after it has come about. Any claim for compensation vis-à-vis Tolq.com will be cancelled simply by the expiry of twelve months after the damage first arose.

## 12. Termination

1. Translator is at any moment entitled to discontinue the use of the Service and to terminate for convenience ("opzeggen") the Agreement and his Tolq Account by following the appropriate procedure in the Tolq Account.
2. Upon termination of the Agreement for any reason whatsoever, Translator's right to use the Service terminates immediately and the Tolq Account shall be made inaccessible and removed. However, Tolq.com remains entitled to use the personal information provided by Translator in accordance with the Privacy Statement.
3. Any amounts owed to Translator due to translated Work shall be paid to Translator in the bank account provided by Translator within a reasonable time after termination for whatever reason of the Agreement.
4. After termination of the Agreement for any reason whatsoever, Parties shall remain bound to the articles meant to survive such termination, including - but not limited to - the assignment of Intellectual Property Rights to translated Work as meant in article 7.4 and 7.5 and the license as meant in article 7.6.

## 13. Miscellaneous

1. The Agreement, these Terms & Conditions and the use of the Service is subject to Dutch law. The applicability of the Vienna Sales Convention 1980 is expressly excluded.

2. To the extent that national or international rules of law do not prescribe mandatory conditions to the contrary, any and all disputes arising from or related to the Agreement, these Terms & Conditions and/or the (use of the) Service will be brought before the competent court in Amsterdam.
3. Tolq.com may transfer the Agreement rights and obligations arising from the Agreement and these Terms & Conditions to third parties and will notify the Translator thereof, without incurring any liability. If the Translator does not accept the transfer of rights and obligations he may discontinue the use of the Service and terminate his Tolq Account. Translator may not transfer the Agreement or any rights or obligations arising from the Agreement and/or these Terms & Conditions to any third party, without prior written approval by Tolq.com.

## 14. Confidentiality

1. You agree not to disclose any information provided through the Service or other Services with Tolq without prior written consent. You shall protect the secrecy of confidential information with the same degree of care as you uses to protect your own confidential information, but in no event less than due care.
2. Confidential information includes, without limitation: I) all Tolq.com software, technology, programming specifications, guidelines and documentation relating to the program; II) any information about your rates, biddings, task availability or other statistics; and III) all information in the system provided by clients to translate, whether original content or in translated form.
3. You agree that if these terms of confidentiality are breached, you can be held liable for damages.