

**Mytranslation**  
**GENERAL TERMS AND CONDITIONS FOR CUSTOMERS**

---

**PREAMBLE**

**Mytranslation**, a French Simplified Joint-Stock Company (*Société par Actions Simplifiée*) with capital of 30,000.00 euros, registered with the Trade and Companies Register of Nanterre under number 532 409 661, with individual identification number FR29 532 409 661 00024, and having its registered office at 59 quai Alphonse Le Gallo 92100 Boulogne-Billancourt, operates the website currently accessible at [www.mytranslation.com](http://www.mytranslation.com), from which it offers a networking platform for the online translation services sector. The purpose of these General Terms and Conditions is to define the conditions under which Mytranslation offers its services to the customers defined in article 1 below.

**1 . DEFINITIONS**

In these General Terms and Conditions, each time the words below are written with a capital letter, whether in the singular or plural, they shall have the following meanings:

**Co-contractor:** shall mean both the Translator and/or the Customer in their capacities as parties to the Contract.

**Confidential Information:** shall mean administrative, legal, financial, and accounting information, and more generally all information related to the Website, the Service, and Mytranslation, regardless of the form, medium, or means of transmission, related directly or indirectly, to the Website, Service, or Mytranslation; to the exclusion of information that is (i) publicly disclosed and/or (ii) obtained without violating any confidentiality obligation or any French laws or regulations in force.

**Content to be Translated:** shall mean the content that is the object of the translation service, regardless of the language in which it is written, its appearance, or purpose, and presented as a series of characters forming words, to the exclusion of anything else.

**Contract:** shall mean the direct contractual relationship concluded through the Website between the Translator and the Customer.

**Customer:** shall mean the natural person or legal entity who, as holder of a User Account, wishes to enjoy translation services provided by a Translator.

**Day:** shall mean a calendar day.

**Grade:** shall mean a grade from 1 to 5 inclusive, obtained by averaging (i) the grade on the Test and (ii) the grades given to the Translator by the Customers resulting from a summary of the responses to the satisfaction questionnaires completed by the Customers following the translation service.

**Marketplace:** shall mean the Web page or the website, [www.mytranslation.com](http://www.mytranslation.com), where Customer translation requests can be found.

**Mytranslation:** shall mean the Mytranslation Company as described in the preamble, as well as any natural person or legal entity that may be substituted for it to ensure the operation of the Website.

**Party:** shall mean Mytranslation or the Translator in their capacities as parties to the Contract governed by these General Terms and Conditions.

**Rank:** shall mean a translator's level of qualification and seniority.

**Service:** shall mean all services offered by Mytranslation on and through the Website to help connect Translators and Customers for the purposes of signing a Contract.

**Test:** shall mean the test that all Translators must take, and the result of which shall condition the approval of their User Account in accordance with the provisions of article 4 and the content of their user profile in accordance with article 6.

**Translated Content:** shall mean the content resulting from the translation service, regardless of the language in which it is written, its appearance, or purpose, and presented as a series of characters forming words, to the exclusion of anything else.

**Translator:** shall mean the natural person or legal entity, who, as holder of a User Account, wishes to provide translation services.

**User Account:** shall mean the account that all Translators and Customers must create before using the Website.

**User Profile:** shall mean all the information about a Translator or a Customer that is publicly accessible on the Website.

**Website:** shall mean the Website accessible at [fr.mytranslation.com](http://fr.mytranslation.com) and [www.mytranslation.com](http://www.mytranslation.com) and offering the Service.

**2 . BINDING NATURE OF THESE GENERAL TERMS AND CONDITIONS**

**2.1** These General Terms and Conditions shall apply to relations between Mytranslation and the Customers and define the respective obligations of the Parties, in particular concerning compliance with the standard for reliability and quality that Mytranslation intends to promote on the Website. Upon creating a User Account, Customers are requested to carefully read these General Terms and Conditions, which are displayed for them in a new Web browser window. By marking the box, "I accept the Mytranslation general terms and conditions", the Customer fully and irrevocably accepts these General Terms and Conditions. Additionally, these General Terms and Conditions are available at any time on the Website. For this reason, if the Customer is a legal entity, the physical person who created the User Account on behalf of the Customer and who therefore accepted these General Terms and Conditions shall ensure compliance with these General Terms and Conditions by the Customer's employees, agents, partners, co-contractors, affiliates, and representatives, as per articles 1120 *et seq.* of the French Civil Code.

**2.2** The applicable version of the general terms and conditions is the one approved by the Customer on the date the User Account is created, and then the one accepted under the conditions defined below if applicable. Mytranslation reserves the right to change these General Terms and Conditions at any time, without advance notice. In such a case, the new version of the general terms and conditions shall be sent to the Customer by email, at the email address listed in his or her User Account. If no objections are made to the new general terms and conditions within five (5) calendar days of receipt of the email mentioned above, the Customer shall be considered to have accepted to be subject to the new version of the general terms and conditions, which shall automatically replace the old one and shall be available at any time through the User Account, without time limit.

**3 . DESCRIPTIONS OF THE SERVICE**

---

**3.1** Mytranslation offers a networking platform for Customers and Translators. Within this framework, Mytranslation facilitates exchanges between Customers and Translators, and may offer its Customers (i) a choice of the Translators with which they intend to conclude Contracts, (ii) delivery of their translation by deadlines established in advance, (iii) the benefit of quality work and (iv) guaranteed secure financial flows. After having created a User Account in accordance with the provisions of article 4 below, Customers may enjoy translation services offered by the Translators. To do so, Customers must sign in to their User Account to upload the Content to be Translated and enter the language of the Content to be Translated and that of the Translated Content, the subject area of the Content to be Translated, and if they wish, any special instructions for the Translators. Then, the Customers may choose between two translation modes (**Auction mode/Express mode**). Once these choices have been made and the translation price paid, the Content to be Translated will be published on the marketplace.

**3.2 Auction Mode Translation:** when the Customer chooses this mode, it authorises any interested Translator to propose a Contract (including a minimum rate per word of EUR 0.06 / USD 0.0672 excluding taxes per word, display his or her Profile, and send a comment to the Customer if the Translator wishes).

**3.3 Express Translation Mode:** if the Customer chooses this mode, he or she shall pay EUR 0.09 / USD 0.10 excluding taxes per word and authorise any interested Translator, the first with a Grade of 4 or higher to respond, to provide the translation for the Customer. The Contract is then concluded and the Content to be Translated becomes unavailable to other Translators (its status will change on the marketplace). Once the translation is completed, the Translator sends the Translated Content to the Customer, who will be notified that it is available. The Customer must sign in to his or her User Account to accept or reject the Translated Content in accordance with the terms of article 10 below.

#### **3.4 Urgent Option**

The Urgent Option is an additional service available if the Express Translation Mode is chosen. This option reduces the translation deadline and is available to the Customer for an additional EUR 0.03 / USD 0.035 excluding taxes per word

#### **3.5 Option B – Not available (service coming soon)**

#### **3.5 Option C – Not available (service coming soon)**

#### **3.6 Combination of options - Not available (service coming soon)**

### **4. USER ACCOUNT**

Any person wishing to enjoy the Services must create a User Account. To create a User Account, a Customer must be (i) a natural person over the age of 13, who, if not an adult and/or does not have legal capacity under the law governing his or her country of citizenship as of the creation date of his or her User Account, must document express authorisation by his/her legal representative(s) to register on the Website and enjoy the Services or (ii) a legal entity; and cumulatively, have the legal capacity to conclude a Contract under the law governing its country of incorporation. Upon creating a User Account, the Customer must indicate whether or not the translation will be used as part of the exercise of a professional activity and enter the following information: (i) first name, last name, postal address, telephone number, and email address, as well as, where applicable, its SIRET No. (or equivalent - French business registration number), any exemption from liability or special regime for the Value Added Tax if the Customer is a natural person or (ii) its company name, license number with a trade and companies register, VAT number, and where applicable, any exemption from liability or special regime, the postal address of its registered office or primary establishment, telephone number (without surcharge), and email address, as well as the first and last names, and title of the natural person representing the Customer on the Website if the Customer is a legal entity. Additionally the Customer may - if he or she so desires - enter additional data such as birth date and place of birth, photograph, etc. In all cases, the Customer shall be prohibited from using a pseudonym or any other name or preferred name that does not match civil status data and/or actual legal data and/or data that might be intended to conceal his or her identity. For this reason, the Customer shall agree to provide only accurate, true, and complete information, and shall be prohibited from creating a User Account for a third party or allowing a third party to use his or her User Account. Lastly, for the actual creation and later use of his or her User Account, the Customer must create a password. The email address entered and the password thus created shall constitute the identifiers that will allow the Customer to access his or her User Account from the Website's home page at any time. For this reason, each Customer is and shall remain solely liable for maintaining the confidentiality of his or her password. The Customer must immediately notify Mytranslation if he or she suspects fraudulent use of his or her User Account. An email address may only be associated with one User Account. A User Account may combine a Customer Profile and a Translator Profile. The Customer may only begin using the Website and enjoying the Service after Mytranslation has approved his or her User Account. Failure to comply with any of the provisions in this article shall be sanctioned in accordance with article 21 below, and may include the deletion of the Customer's User Account and User Profile.

### **5. USER ACCOUNT APPROVAL**

Once his or her User Account has been created, Mytranslation will verify that all information requested and described in article 4 above has been provided, and is true and accurate. If this is the case, Mytranslation will approve the Customer's User Account. Once the User Account has been approved, the Customer may enjoy the Service, and his or her User Profile will become available to the Translators.

### **6. USER PROFILE**

The Customer's User Profile will become available to the Translators once the Customer's User Account has been approved. The Customer's User Profile lists the following information: (i) the Customer's first and last name for a natural person or the Customer's company name for a legal entity, his or her geographic location, the creation date of the User Account, (ii) additional data voluntarily entered by the Customer such as, for example, birth date and place of birth, his or her current profession, his or her

photograph, his or her logo, brand, etc., and (iii) the number of translations that he or she has had completed through the Website since approval of his or her User Account.

#### **7. NO RIGHT OF WITHDRAWAL**

---

This clause shall only apply to Customers who may be qualified as consumers as per article one of the French Consumer Code. Other Customers shall not enjoy a right of withdrawal.

The aforementioned Customers may not exercise the right of withdrawal set out in article L.121-21 of the French Consumer Code, when, cumulatively, (i) the service provision contract binding them to Mytranslation and the Contract have been fully executed before the withdrawal deadline, in particular if they select the Express Option defined in article 3.4 above, (ii) the execution of these contracts started after the Customer gave express approval, and (iii) the Customer expressly waived his or her right of withdrawal under the terms of article L.121-21-5 of the French Consumer Code.

Given the nature of the Service and the operation of the Website, in particular in light of these General Terms and Conditions for Customers, the Customer shall have enjoyment of the Service immediately upon approval of his or her User Account. Finally, the provision of the Service by Mytranslation is fully executed upon approval of the Customer's User Account. At the time a Customer who may be qualified as a consumer or non-professional accepts these General Terms and Conditions, he or she shall be asked to expressly waive his or her right of withdrawal, in application of article L.121-21-8 of the French Consumer Code.

Additionally, the Customer is also aware that, given the nature of the translation service offered by the Translator and if the Customer expresses the desire for the Translated Content to be remitted to him or her within fourteen (14) days or less, the translation service provided by the Translator shall be fully and completely executed before the fourteen (14) day period set out in article L.121-21 of the French Consumer Code. Therefore, the Customer declares that he or she knows that he or she is also waiving the right of withdrawal for the translation services that he or she may receive through the Website.

#### **8. MODERATION**

---

Although Mytranslation does not intervene in the Contract, its role is to ensure the proper operation of the Website and provide a high-quality Service. For this purpose, Mytranslation shall reserve the right to withdraw any content present on the Website that is in flagrant violation of these General Terms and Conditions and/or a violation of the public order or good morals at any time without warning or notification, which the Customer accepts without reservation or any possibility for compensation.

#### **9. SUBMISSION DEADLINE**

---

The deadline for submitting the Translated Content to the Customer is calculated automatically based on the selected translation mode, number of words to be translated, language of the Content to be Translated, and the language of the Translated Content. Before approving his or her order, the Customer will be notified of the deadline for submitting the Translated Content. In Auction mode, the deadline for submitting the Translated Content shall start when the Translator accepts the Translation. In Express translation mode, the deadline for submitting the Translated Content shall begin when the Customer approves and pays for the order. Any delay in submitting the Translated Content by the Translator in relation to the submission deadline announced to the Customer shall be subject to a rebate. The Translator may ask the Customer for additional time for submitting the Translated Content if he or she realises that it will not be possible to deliver the Translated Content by the established deadline. The Customer may accept or reject this additional time.

#### **10. APPROVAL OR REFUSAL OF THE TRANSLATED CONTENT**

---

**10.1** Mytranslation offers a networking platform for Customers and Translators. Within this framework, Mytranslation does not intervene in the service contract covering the translation of the Content to be Translated concluded between the Customer and Translator. The Translator's successful passage of the Test, approval of the Translator's User Account, publication of the Translator's User Profile, Grades, and comments left by other Customers concerning a Translator shall guarantee the proper operation of the platform and are intended to ensure a high-quality Service. However, these elements, taken in isolation or together do not guarantee the quality of the Translated Content. Therefore, after having viewed the Translated Content, the Customer shall remain free to accept or refuse the Translated Content, which the Translator shall have agreed to accept irrevocably.

**10.2** The Customer shall be notified by email that the Translated Content is available in his or her User Account. The Customer shall then have 72 hours from receiving this email to view the Translated Content, and accept or refuse it. (a) The Customer accepts the Translated Content within 72 hours and gives the Translator a Grade through the questionnaire created for this purpose. (b) The Customer refuses the Translated Content within 72 hours; the Translator must then choose between accepting the Customer's refusal and revising the Translated Content or disputing the Customer's refusal (c) If the Customer makes no decision during the 72-hour period, he or she shall be considered to have accepted the Translated Content, which the Customer accepts irrevocably.

**10.3** In the event a conflict remains between a Translator and a Customer originating in particular from the Customer's refusal of the Translated Content, Mytranslation may - by request from the Customer or Translator - offer its assistance, in particular within a mediation framework. In all cases, the Customer acknowledges and accepts that assistance from Mytranslation in settling disputes with Translators is an additional service offered by Mytranslation but the latter may not in any way be held liable in the event of a failure of the Contract. Customers shall not have recourse against Mytranslation, which they accept irrevocably and without possibility of compensation, in particular in the event of the definitive refusal of the Translated Content.

---

## 11. CUSTOMER OBLIGATIONS

**11.1** The Customer shall agree to comply with these General Terms and Conditions, French laws and regulations, and the laws and regulations of his or her country of origin provided they do not conflict with those mentioned above.

**11.2** The Customer shall be prohibited from voluntarily or otherwise bypassing the networking system offered by the Website and in particular from directly contracting with one or more Translators for a translation service outside of the Website when the Website helped put the Customer into contact with the Translator, whether for one or more translations for which the Website was used, or for any other later translation.

## 12. TRANSLATOR QUALITY CHARTER

Although Mytranslation does not intervene in the Contract, its role is to ensure the proper operation of the Website and provide a high-quality Service. For this reason, the Customer is notified that Mytranslation invites Translators to acknowledge and comply with the Translator Quality Charter, which is freely available on the Website.

## 13. FINANCIAL TERMS

**13.1 Translation rates:** In Auction Mode as well as in Express Translation Mode, the translation rates applicable to Customers are fixed and calculated in relation to the language of the Content to be translated, that of the Translated Content, and the number of words to be translated. These rates are listed in the table appended to these General Terms and Conditions. They are shown "Including All Taxes". Additionally, these rates are always available to the Customer through his or her User Account. Mytranslation may modify the translation rates at any time. Customers will be notified of new translation rates by an alert sent to them when they sign in to their User Account for the first time following said modification. Then they will be asked to approve the new translation rates. If the Customer approves the new translation rates, these rates shall apply to all translation work that he or she contracts after approval of the new rates. If the Customer does not approve the new rates, either by expressly refusing to approve them or not accepting them within eight (8) Days of their first notification, his or her User Account shall become inactive and his or her User Profile shall no longer be accessible on the Website.

**13.2 Invoicing and payment:** Mytranslation shall invoice the Customer and the Customer shall pay Mytranslation the amount of the invoice thus issued, after having proceeded as listed in article 3.1 above, at the time the Customer confirms the order and accepts these General Terms and Conditions.

**13.3 Reimbursement:** Mytranslation shall reimburse the Customer (a) for a part of the amount paid, in credits to be used on the Website, if the Translator delivers the Translation after the established deadline, if no agreement on additional time for submitting the Translated Content was made between the Customer and the Translator (b) for the entire amount paid, in credits to be used on the Website, if the moderation offered by Mytranslation concludes with the validation of the Customer's refusal of the Translated Content (c) for the entire amount paid if the auction mode chosen by the Customer does not successfully find a translator. This reimbursement shall be made by credit to the bank card used to pay for the service within thirty days following the cancellation of the translation or by credit on the Mytranslation website.

## 14. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

**14.1** For as long as the Confidential Information is protected by French laws and regulations, the Customer (i) must comply with the confidentiality of the Confidential Information (ii) shall be prohibited from directly or indirectly disclosing any Confidential Information to a third party, (iii) shall be prohibited from giving access to Confidential Information to its agents unless these persons have a real need to have this Confidential Information, and lastly (iv) shall agree not to use the Confidential Information for any purposes other than those expressly defined in these General Terms and Conditions.

**14.2** Mytranslation shall agree to protect the personal data collected on the Website. In accordance with the law dated 6 January 1978 on computers, files, and freedoms, the information collected by Mytranslation on the Website shall be used to establish and use a file for the purposes (i) of operating the Service and (ii) of notifying or transmitting information related to the activity of and/or news about Mytranslation. Information concerning Customers and Translators shall not be communicated to third parties. Given the purpose of the aforementioned file, the processing of the personal data collected by Mytranslation. Any Customer wishing to exercise his or her rights of opposition, access, correction, and deletion may contact the processing manager at 59/60 quai Alphonse le gallo, 92100 Boulogne Billancourt, by telephone 01 46 04 94 96 In Auction Mode or Express Translation Mode, or by email at [contact@mytranslation.com](mailto:contact@mytranslation.com).

## 15. INTELLECTUAL PROPERTY RIGHTS AND OTHER RIGHTS

**15.1 Customer's Intellectual Property:** Any information transmitted or entered by the Customer, whether publicly accessible on the Website or not, shall remain his or her sole property. The Customer shall grant Mytranslation a non-exclusive, personal, and non-transferable right of use to all information thus transmitted and/or entered and more specifically to his or her last name, first name, company name, trade names, emblems, images, brands, logos, designs, models, forms, photographs, sounds, music, video, and any other distinctive marks and all information likely to benefit from protection covering industrial property or an intellectual property right, for the purposes of executing the Service and/or for the purpose of internal and external communication by Mytranslation; without time limit.

**15.2 Translator's Intellectual Property:** The Translator may hold the intellectual property rights to all or part of the Translated Content. Therefore, the Customer shall agree to notify the Translator of what he or she intends to do with the Translated Content and, where applicable, to negotiate with the Translator for a transfer of the Translator's intellectual property rights to the Customer. It shall be understood that the scope of this transfer shall depend upon what the Customer intends to do with the Translated Content, and for this reason, Mytranslation reminds that such a transfer agreement, if subject to French law, must meet the conditions of the French Intellectual Property Code. However, Mytranslation reminds that it is in no way a party to this agreement.

**15.3 Mytranslation's Intellectual property:** Mytranslation is the sole owner of the Website as well as all components of the Website such as brands, logos, text, styles, graphical elements, photographs, video, information, applications, software, files, databases, etc. for which it retains all rights, and in particular its intellectual property rights. None of the provisions in the general terms and conditions or on the Website may be interpreted as authorising a transfer or exemption, even for a simple right of personal and non-transferable use, of the Website or one or more of its components. Mytranslation is the sole owner of all know-how that it may acquire through the execution of the Service and/or operation of the Website.

**15.4 Third Party Rights:** When the rights covering information transmitted or entered by the Customer, whether or not publicly accessible on the Website, belong to a third party, the Customer shall guarantee that he or she holds all rights enabling him or her to authorise Mytranslation to use said element in accordance with article 15.1 above. Therefore, the Customer shall be responsible for managing and/or negotiating with third parties for the rights and/or authorisations covering said element transmitted to Mytranslation, published on the Website and/or entered in the Customer's User Account or User Profile. For this purpose, the Customer shall agree to defend Mytranslation and hold it harmless against any eviction, claim, proceedings, order, decision against, or damage to third parties that may occur due to the use and/or distribution by Mytranslation of any information transmitted, published, or entered by the Customer (identity theft, misleading advertising, unfair competition, denigration, defamation, products or services that may not be advertised, sold, or manufactured, privacy violations, personal data protection, violation of intellectual property rights, etc.). In particular, if a third party holds any rights or makes claims to any information thus transmitted, published and/or entered by the Customer, Mytranslation shall have the right to suspend execution of the Service, without formality or advance notice, and/or to apply one of the sanctions set out in article 20 below.

#### **16. FORCE MAJEURE**

Mytranslation shall reserve the right to not execute or to suspend the Service and interrupt the operation of the Website, without formality or advance notice, in the event of a case of force majeure or a fortuitous event such as, in particular, fires, storms, floods, strikes within the company, electrical surges or shocks, blockages and slow-downs of computer and telecommunication networks, and more generally, any unforeseeable, unavoidable, external circumstance that might prevent the execution of the Service or the proper operation of the Website.

#### **17. CUSTOMER LIABILITY**

**17.1** The Customer is and shall remain solely liable for (i) the information entered in his or her User Account and User Profile, whether this information is public or private, (ii) the information he or she sends to other Customers, Translators and Mytranslation, (iii) and more generally for any other information uploaded or published on, from or by the Website or through its intermediary, or transmitted, shared, or exchanged with other users through the Website.

**17.2** The Customer declares that he or she shall take personal liability for the consequences of any occasional or habitual use of the Service and/or the Website, such as for example any potential costs and expenses incurred where applicable by using the Website, as well as the accounting and tax processing of these costs and expenses, such that Mytranslation shall never be concerned nor held liable for this purpose.

#### **18. LIMITATION OF MYTRANSLATION'S LIABILITY**

**18.1** Mytranslation is not a party to the Contract and therefore may not be held liable in any way related to the Contract or for any issue originating in the Contract. Therefore, and as an example, the Customer is and shall remain solely liable for the Content to be Translated. More generally, Mytranslation may not be held liable for any content passing through the Website that it did not put online itself, regardless of the form, language, issuer, or recipient.

**18.2** Mytranslation shall make its best effort to ensure the availability of the Website. However, the Customer shall acknowledge that due to the nature of the Internet, this cannot be guaranteed, nor can access to the Customer's User Account and User Profile. Therefore, the Website and the Customer's User Account and User Profile may - in particular for technical reasons (repairs, maintenance, updates, etc.) - be interrupted or limited, even though Mytranslation shall agree to take measures to limit the frequency and duration of these interruptions or limitations.

**18.3** Mytranslation may not be held liable in any case for any direct, indirect, incidental, consecutive, or special harm, whether foreseeable or not, stemming from or related to the Contract, Website, or Service, claimed by the Customers and Translators, and in particular for lost data or sales, lost wages or increased costs and expenses, file retrieval, operating losses, damage caused to hardware, etc.

**18.4** In any case where Mytranslation is found liable under French laws or regulations by an enforceable legal decision, Mytranslation's liability to a Customer may not exceed the total amount of compensation received by Mytranslation for the translations the Customer entrusted to Translators since opening its Customer User Account.

#### **19. WEBSITE INTEGRITY**

The Customer shall be prohibited from violating the integrity of the Website or Mytranslation. For this reason, the Customer shall be prohibited, in particular from (i) using the Website in a manner that violates these General Terms and Conditions, the laws and regulations of his or her country of origin, and/or French laws and regulations, (ii) damaging, deactivating, overloading, or altering the Website or attempting to do so, (iii) using automatic scripts or any other technology to extract or collect information from or through the Website or to interact with the Website, (iv) uploading, publishing, transmitting, sharing, storing, providing, or distributing in any way whatsoever for any purpose whatsoever, on or through the Website, any element containing computer viruses or any code, file, or computer program designed to interrupt, destroy, alter, or limit the functionality of software or computer or telecommunication hardware belonging to the Website, Website users, or third parties, (v) uploading, publishing, transmitting, sharing, storing, providing or distributing in any way whatsoever for any purpose whatsoever on or through the Website any content that is subject to civil or criminal punishment, completely or partially hinders others from using the Website, or harms Mytranslation or its users or for which they might be liable in any way whatsoever, (vi) sending, placing on line,

exchanging, or sharing on or through the Website, any content for which the user, Website users including the Translators, Mytranslation, and/or its directors, partners, employees, collaborators, or partners might be held liable by third parties.

**20. CUSTOMER FAILURE TO COMPLY WITH THE GENERAL TERMS AND CONDITIONS**

---

Without prejudice to other means of recourse, Mytranslation reserves the right to limit, interrupt, terminate, or prohibit access to its Website, Services, or the Customer's User Account and/or User Profile. Mytranslation also reserves the right to take all technical and legal measures to prevent users, even if they are Customers or Translators, from accessing the Website and its Services if Mytranslation believes that their actions are (i) a source of difficulties and in particular if these actions violate the security of the Website and or other users, if they might incur the liability of a user, Mytranslation, its directors, members, employees, or partners, or (ii) in contradiction with these General Terms and Conditions or the applicable laws and regulations in force in France or in the user's country of origin. Mytranslation also reserves the right to delete User Accounts and/or User Profiles that have been inactive for more than one year. All this is without recourse, counter-party, or compensation for the user.

**21. TERMINATION**

---

Each Party may unilaterally terminate the contract governed by these General Terms and Conditions in the event of a significant breach by the other Party of one of its essential contractual obligations that is not remedied within eight (8) calendar days of sending a formal notice by registered letter with advice of delivery or by email with delivery confirmation. If the contract governed by these General Terms and Conditions is terminated under the conditions above while a Contract is being executed, the Parties shall agree that termination of the contract shall only take effect upon completion of the object of the Contract in progress, but that the Customer may no longer enjoy the Services or use the Website to initiate new Contracts upon expiration of the eight (8) calendar days mentioned above.

**22. LAW AND JURISDICTION**

---

These General Terms and Conditions shall be governed by French law. **ANY DISPUTE RELATED TO THE CONTRACT BINDING MYTRANSLATION WITH A CUSTOMER OR THESE GENERAL TERMS AND CONDITIONS, SHALL BE SUBJECT TO THE SOLE JURISDICTION OF THE COMPETENT COURT OF NANTERRE.**

---

**MYTRANSLATION**  
**GENERAL TERMS AND CONDITIONS FOR TRANSLATORS**

**PREAMBLE**

**Mytranslation**, a French Simplified Joint-Stock Company (*Société par Actions Simplifiée*) with capital of 30,000.00 euros, registered with the Trade and Companies Register of Nanterre under number 532 409 661, with individual identification number FR29 532 409 661 00024, and having its registered office at 59 quai Alphonse Le Gallo 92100 Boulogne-Billancourt, operates the website currently accessible at [www.mytranslation.com](http://www.mytranslation.com), from which it offers a networking platform for the online translation services sector. The purpose of these General Terms and Conditions is to define the conditions under which Mytranslation offers its services to the translators defined in article 1 below.

**2 3 . DEFINITIONS**

In these General Terms and Conditions, each time the words below are written with a capital letter, whether in the singular or plural, they shall have the following meanings:

**Co-contractor:** shall mean both the Translator and/or the Customer in their capacities as parties to the Contract.

**Confidential Information:** shall mean administrative, legal, financial, and accounting information, and more generally all information related to the Website, the Service, and Mytranslation, regardless of the form, medium, or means of transmission, related directly or indirectly, to the Website, Service, or Mytranslation; to the exclusion of information that is (i) publicly disclosed and/or (ii) obtained without violating any confidentiality obligation or any French laws or regulations in force.

**Content to be Translated:** shall mean the content that is the object of the translation service, regardless of the language in which it is written, its appearance, or purpose, and presented as a series of characters forming words, to the exclusion of any other thing.

**Contract:** shall mean the direct contractual relationship concluded through the Website between the Translator and the Customer.

**Customer:** shall mean the natural person or legal entity who, as holder of a User Account, wishes to enjoy translation services provided by a Translator.

**Day:** shall mean a calendar day.

**Grade:** shall mean a grade from 1 to 5 inclusive, obtained by averaging (i) the grade on the Test and (ii) the grades given to the Translator by the Customers resulting from a summary of the responses to the satisfaction questionnaires completed by the Customers following the translation service.

**Marketplace:** shall mean the Web page or the website, [www.mytranslation.com](http://www.mytranslation.com), where Customer translation requests can be found.

**Mytranslation:** shall mean the Mytranslation Company as described in the preamble, as well as any natural person or legal entity that may be substituted for it to ensure the operation of the Website.

**Party:** shall mean Mytranslation or the Translator in their capacities as parties to the Contract governed by these General Terms and Conditions.

**Rank:** shall mean a translator's level of qualification and seniority.

**Service:** shall mean all services offered by Mytranslation on and through the Website to help connect Translators and Customers for the purposes of signing a Contract.

**Test:** shall mean the test that all Translators must take, and the result of which shall condition the approval of their User Account in accordance with the provisions of article 5 and the content of their user profile in accordance with article 6.

**Translated Content:** shall mean the content resulting from the translation service, regardless of the language in which it is written, its appearance, or purpose, and presented as a series of characters forming words, to the exclusion of anything else.

**Translator:** shall mean the natural person or legal entity who, as holder of a User Account, wishes to provide translation services.

**User Account:** shall mean the account that all Translators and Customers must create before using the Website.

**User Profile:** shall mean all the information about a Translator or a Customer that is publicly accessible on the Website.

**Website:** shall mean the Website accessible at [www.fr.mytranslation.com](http://www.fr.mytranslation.com) and [www.en.mytranslation.com](http://www.en.mytranslation.com) and offering the Service.

**2 4 . BINDING NATURE OF THESE GENERAL TERMS AND CONDITIONS**

**2.1** These General Terms and Conditions shall apply to relations between Mytranslation and the Translators and define the respective obligations of the Parties, in particular concerning compliance with the standard for reliability and quality that Mytranslation intends to promote on the Website. Upon creating a User Account, Translators are requested to carefully read these General Terms and Conditions, which are displayed for them in a new Web browser window. By marking the box, "I accept the Mytranslation general terms and conditions", the Translator fully and irrevocably accepts these General Terms and Conditions. Additionally, these General Terms and Conditions are available at any time on the Website and are listed on the back of each Mytranslation invoice. For this reason, if the Translator is a legal entity, the person who created the User Account on behalf of the Translator and who therefore accepted these General Terms and Conditions shall ensure compliance with these General Terms and Conditions by the Translator's employees, agents, partners, co-contractors, affiliates, and representatives, as per articles 1120 *et seq.* of the French Civil Code.

**2.2** The applicable version of the general terms and conditions is the one approved by the Translator on the date the User Account is created, and then the one accepted under the conditions defined below if applicable. In fact, Mytranslation reserves the right to change these General Terms and Conditions at any time, without advance notice. In such a case, the new version of the general terms and conditions shall be sent to the Translator by email, at the email address listed in his or her User Account. If no objections are made to the new general terms and conditions within five (5) calendar days of receipt of the email mentioned above, the Translator shall accept to be subject to the new version of the general terms and

conditions, which shall automatically replace the old one and shall be available at any time through the User Account, without time limit.

## **25. DESCRIPTIONS OF THE SERVICE**

**3.1** Mytranslation offers a networking platform for Customers and Translators. Within this framework, Mytranslation facilitates exchanges between Customers and Translators and may offer its Translators (i) a choice of Content to be Translated, (ii) the benefit of broad visibility on the Internet, and (iii) the guarantee of secure financial flows. After having created a User Account in accordance with the provisions of article 4 below and passed the Test under the terms set out in article 5 below, Translators may offer their translation services on the Website through two translation modes (**Auction Mode/Express Translation Mode**). Translators must go to the marketplace to accept Content to be Translated. The marketplace can be accessed at <http://fr.mytranslation.com>.

**3.2 Auction Mode Translation:** when the Customer chooses this mode, it authorises any interested Translator to propose a Contract (including a minimum rate per word of EUR 0.06 / USD 0.0672 excluding taxes, display his or her Profile, and send a comment to the Customer if the Translator wishes). A 30% commission on the total price is automatically added to your proposal.

**3.3 Express Translation Mode:** if the Customer chooses this mode, he or she shall pay EUR 0.09 / USD 0.10 excluding taxes per word to Mytranslation and authorise any interested Translator, the first with a Grade of 4 or higher to respond, to provide the translation for the Customer for compensation of EUR 0.05 / USD 0.055 excluding taxes per word. The Contract is then concluded and the Content to be Translated becomes unavailable to other Translators (its status will change on the marketplace). Once the translation is completed, the Translator sends the Translated Content to the Customer, who will be notified that it is available. The Customer must sign in to his or her User Account to accept or refuse the Translated Content in accordance with the terms of article 10 below.

### **3.4 Urgent Option**

The Urgent Option is an additional service available to the Customer if the Express Translation Mode is chosen. This option reduces the translation deadline and the translator earns an additional EUR 0.01 / USD 0.01 excluding taxes per word.

**3.5 Option B – Not available (service coming soon)**

**3.6 Option C – Not available (service coming soon)**

**3.6 Combination of options - Not available (service coming soon)**

## **26. USER ACCOUNT**

Any person wishing to enjoy the Services must create a User Account. To create a User Account, a Translator must be (i) an adult natural person under the law governing his or her country of citizenship or (ii) a legal entity; and must also have the legal capacity to conclude a Contract under the law governing its country of incorporation. Upon creating a User Account, the Translator must enter the following information: (i) first name, last name, postal address, telephone number, email address, and SIRET No. (French business registration number) or equivalent where applicable, and attest to the fact that he or she does business as a professional if the Translator is a natural person, or (ii) its company name, license number with a

trade and companies register, postal address of its registered office or primary establishment, telephone number (without surcharge), and email address, as well as the first and last name, and title of the natural person representing the Translator on the Website if the Translator is a legal entity. If the Translator is a European Union resident, he or she must provide his or her VAT number and indicate whether he or she enjoys an exemption from liability or special exemption where applicable. Additionally the Translator must enter the languages in which he or she intends to offer translation services as well as his or her diplomas and career experience. Lastly, the Translator may - if he or she so desires - enter additional data such as birth date and place of birth, photograph, etc. In all cases, the Translator shall be prohibited from using a pseudonym or any other name or preferred name that does not match civil status data and/or actual legal data and/or data that might be intended to conceal his or her identity. For this reason, the Translator shall agree to provide only accurate, true, and complete information, and shall be prohibited from creating a User Account for a third party or allowing a third party to use his or her User Account. Lastly, for the actual creation and later use of his or her User Account, the Translator must create a password. The email address entered and the password thus created shall constitute the identifiers that will allow the Translator to access his or her User Account from the Website's home page at any time. For this reason, each Translator is and shall remain solely liable for maintaining the confidentiality of his or her password. The Translator must immediately notify Mytranslation if he or she suspects fraudulent use of his or her User Account. An email address may only be associated with one User Account. A User Account may combine a Customer Profile and A Translator Profile. The Translator may only begin offering his or her translation services on the Website after passing the Test and after Mytranslation has approved his or her User Account in accordance with the provisions of article 5 below. Failure to comply with any of the provisions in this article shall be sanctioned in accordance with article 21 below, and may include the deletion of the Translator's User Account and User Profile.

## **27. TESTS AND APPROVAL OF THE USER ACCOUNT**

Once his or her User Account has been created, each Translator must undergo a Basic Test intended to verify his or her ability to translate. The Basic Test shall consist of translating a text of approximately 500 words within a given time period. The text was written by a committee of nine freelance translators, which is to say with no hierarchical or capital link to Mytranslation. The Translator shall agree to complete the Basic Test personally, without any outside assistance of any type or form whatsoever. The committee of translators defined above shall grade the Basic Test on a scale ranging from 0 to 5. If the Translator earns a Grade of less than 2, Mytranslation will not approve his or her User Account and the Translator may not use the Service. If the Translator earns a Grade of 2 or higher, Mytranslation may approve his or her User Account if the information entered in the User Account meets the terms of article 4 above. Each Translator may take the Basic Test up to three times in the event of a failure on the first two attempts. Each Translator may only select one target language and up to two source languages for translation. Once Mytranslation has approved the User Account, the Translator may use the Service.



## **28. USER PROFILE**

The Translator's User Profile will become available to Customers once his or her User Account has been approved. The User Profile lists the following information: (i) the Translator's first and last name for a natural person or the Translator's company name for a legal entity, his or her geographic location, the languages in which he or she intends to offer translation services, his or her diplomas and career experience, as well as the creation date of the User Account, (ii) additional data voluntarily entered by the Translator such as, for example, birth date and place of birth, his or her current profession, his or her photograph, his or her logo, brand, etc., and (iii) the Translator's Grade, (iv) the number of translations that he or she has completed through the Website since approval of his or her User Account, (v) his or her Mytranslation rank, and (vi) Customer comments. All the information in the Translator's User Profile is intended to inform Customers and other Translators of his or her skills.

## **29. MODERATION**

Although Mytranslation does not intervene in the Contract, its role is to ensure the proper operation of the Website and provide a high-quality Service. For this purpose, Mytranslation shall reserve the right to withdraw any content present on the Website that is in flagrant violation of these General Terms and Conditions and/or a violation of the public order or good morals at any time without warning or notification, which the Translator accepts without reservation or any possibility for compensation.

## **30. SUBMISSION DEADLINE**

The deadline for submitting the Preview to the Customer is calculated automatically based on the selected Translation mode, number of words to be translated, language of the Content to be Translated, and language of the Translated Content. When the Content to be Translated is posted on the marketplace, the deadline for submitting the Translated Content is listed, thus enabling the Translator to know the lead-time allowed for submitting the Translated Content. The Translator may ask the Customer for additional time for submitting the Translated Content if he or she realises that it will not be possible to deliver the Translated Content by the established deadline. The Customer may accept or refuse this additional time. Any delay in submitting the Translated Content by the Translator in relation to the submission deadline announced to the Customer shall be subject to a rebate as well as a reduction in the translation rate owed to the Translator.

## **31. APPROVAL OR REFUSAL OF THE TRANSLATED CONTENT**

**9.1** Mytranslation offers a networking platform for Customers and Translators. Within this framework, Mytranslation does not intervene in the service contract covering the translation of the Content to be Translated concluded between the Customer and Translator. The Translator's successful passage of the Test, approval of the Translator's User Account, publication of the Translator's User Profile, and grades and comments left by other Customers concerning a Translator guarantee the proper operation of the platform and are intended to ensure a high-quality Service. However, these elements, taken in isolation or together do not guarantee the quality of the Translated Content. Therefore, Mytranslation offers the Customer the

ability to approve or refuse the Translated content, which the Translator accepts irrevocably.

**9.2** When the Translator has completed translation of the Content to be Translated, he or she uploads the Translated Content to his or her User Account. At the same time, the Translated Content becomes available in the Customer's User Account, and the Customer will be immediately notified of this by email. The Customer shall then have 72 hours from receiving the email to view the Translated Content, and accept or refuse it. (a) The Customer accepts the Translated Content within 72 hours and gives the Translator a Grade through the questionnaire created for this purpose. (b) The Customer refuses the Translated Content within 72 hours; the Translator must then choose between accepting the Customer's refusal and revising the Translated Content or disputing the Customer's refusal. (c) If the Customer makes no decision during the 72-hour period, the Customer shall be considered to have accepted the Translated Content, which the Customer accepts irrevocably.

**9.3** In the event a conflict remains between a Translator and a Customer originating in particular from the refusal of the Translated Content by the Customer, Mytranslation may - by request from the Customer and/or Translator - offer its assistance, in particular within a mediation framework. In all cases, the Translator acknowledges and accepts that assistance from Mytranslation in settling disputes with Customers is an additional service offered by Mytranslation but the latter may not in any way be held liable in the event of a failure of the Contract. Translators shall not have recourse against Mytranslation, which they accept irrevocably and without possibility of compensation, in particular in the event of the definitive refusal of the Translated Content by the Customer.

## **32. TRANSLATOR OBLIGATIONS**

**10.1** The Translator shall agree to (i) comply with these General Terms and Conditions, French laws and regulations, and the laws and regulations of his or her country of origin provided they do not conflict with those mentioned above, (ii) meet the submission deadline, (iii) irrevocably accept without the right to dispute any translation rate reductions in the event of a delay in submitting the Translated Content and (iv) to submit in good faith to attempts to settle the disputes set out in articles 9.2 (d) and 9.3 above.

**10.2** Additionally, the Translator shall be required to (i) invoice Mytranslation as soon as the Customer has accepted the Translated Content and (ii) use the invoice template available in his or her User Account that is best suited to his or her personal situation and especially to his or her tax status. For this reason, the Translator shall be personally liable for all fees and taxes that may apply to the translation service he or she provided through the Website and for complying with the rules applicable to services in France, and in particular to online services and translation services, especially social, fiscal, and accounting rules.

**10.3** The Translator shall be prohibited from (i) publishing, transmitting, or sharing, on or through the Website, Translated Content of which he or she is not the author or to which he or she holds no rights, (ii) voluntarily or otherwise bypassing the networking system offered by the Website and in particular from directly contracting with a Customer for a translation service outside of the Website

when the Website helped put the Translator into contact with the Customer, whether for the translation for which the Website was used or for any other later translation.

### **33. DECLARATIONS**

The Translator shall guarantee that he or she is the sole and unique author of the Translated Content, without the assistance of a third party or machine translation, and that the Translated Content does not violate any third-party rights. The Translator declares to be aware that the Customer may request the free use of the Translated Content, without limitation on form, mode, or duration. Lastly, the Translator declares that he or she is aware that he or she may be called upon to transfer his or her intellectual property rights to all or part of the Translated Content to the Customer or to a third party.

### **34. TRANSLATOR QUALITY CHARTER**

Although Mytranslation does not intervene in the Contract, its role is to ensure the proper operation of the Website and provide a high-quality Service. For this reason, it is important that the Translators agree to comply with a quality charter in relation to Customers. This is why Mytranslation asks Translators to be aware of and follow the Translator quality charter, which is freely available at [www.mytranslation.com](http://www.mytranslation.com)

### **35. FINANCIAL TERMS**

**13.1 Translation rates:** In Auction Mode as well as in Express Translation Mode, the translation rates applicable to Customers are fixed and calculated in relation to the Translation mode selected, language of the Content to be translated, that of the Translated Content, and the number of words to be translated. These rates are listed in the table appended to these General Terms and Conditions. They are shown "All Taxes Included", which the Translator must keep in mind when invoicing Mytranslation. Additionally, these rates are always available to the Translator through his or her User Account. Translators are informed that Mytranslation may modify the translation rates at any time. Translators will be notified of new translation rates by an alert sent to them when they sign in to their User Account for the first time following said modification. Then they will be asked to approve the new translation rates. If the Translator approves the new translation rates, these rates shall apply to all translation work that he or she contracts after approval of the new rates. If the Translator does not approve the new rates, either by expressly refusing to approve them or by not accepting them within eight (8) Days of their first notification, his or her User Account shall become inactive and his or her User Profile shall no longer be accessible on the Website.

**13.2 Invoicing and payment:** The Translator shall invoice Mytranslation after the Customer has definitively accepted the Content to be Translated, of which the Translator shall be immediately notified. The Translator must use one of the invoice templates proposed by Mytranslation that best suits his or her personal situation and, especially, his or her tax status. Mytranslation shall pay the Translator the amount of the invoice thus issued within two (2) Days of submission of said invoice.

**13.3 Reduction in compensation:** Mytranslation shall reduce the Translator's compensation (a) if he or she does not deliver the Translated Content by the established deadline (b) if the moderation offered by Mytranslation concludes with the confirmation of the Customer's refusal of the Translated Content. Correlatively, the Translator may

not invoice Mytranslation, which he or she expressly accepts, for the defence for failure to execute without any right to complain or initiate any recourse, in particular against Mytranslation, which is not a party to the Contract.

### **36. INDEPENDENCE OF THE PARTIES**

**14.1** The purpose of the Website is to connect Customers and Translators, and the Service may never be interpreted as consisting of anything other than the provision of tools and services to promote connection of the offer with the demand for translation services. This is why, when the connection is effective, there are three contractual relationships: the one between the Translator and Mytranslation governed by these General Terms and Conditions, the one between the Customer and Mytranslation governed by the general terms and conditions for Customers, and the one between the Customer and the Translator governed by the Contract, to which Mytranslation is not a party. In no case shall Mytranslation intervene in the contractual relationship concluded directly between the Customer and Translator.

**14.2** Mytranslation offers its Service in complete independence. For this reason, Mytranslation, its directors, members, employees, suppliers, or partners may not be considered as authors, co-authors, or representatives of any Content to be Translated or any Translated Content in any way whatsoever. Additionally, neither Mytranslation nor the natural persons or legal entities intervening on its behalf, may be considered as employees agents, proxies, representatives, guarantors, or be linked in any way whatsoever to the Co-contractors. Lastly, Mytranslation shall remain free to choose its working methods and to offer the Service as it intends.

### **37. CONFIDENTIALITY AND PERSONAL DATA PROTECTION**

**15.1** For as long as the Confidential Information is protected by French laws and regulations, the Translator (i) must comply with the confidentiality of the Confidential Information (ii) shall be prohibited from directly or indirectly disclosing any Confidential Information to a third party, (iii) shall be prohibited from giving access to Confidential Information to its agents unless these persons have a real need to have this Confidential Information, and lastly (iv) shall agree not to use the Confidential Information for any purposes other than those expressly defined in these General Terms and Conditions.

**15.2** Mytranslation shall agree to protect the personal data collected on the Website. In accordance with the law dated 6 January 1978 on computers, files, and freedoms, the information collected by Mytranslation on the Website shall be used to establish and use a file for the purposes (i) of operating the Service, (ii) of invoicing making payments and (iii) of notifying or transmitting information related to the activity of and/or news about Mytranslation. Information concerning Customers and Translators shall not be communicated to third parties. Given the purpose of the aforementioned file, processing of the personal data collected by Mytranslation. Any Translator who wishes to exercise his or her rights of opposition, access, correction, and deletion may contact the processing manager at 59/60 quai Alphonse le gallo, 92100 Boulogne Billancourt, by telephone 01 46 04 94 96, or by email at [contact@mytranslation.com](mailto:contact@mytranslation.com).

### **38. INTELLECTUAL PROPERTY RIGHTS AND OTHER RIGHTS**

**16.1 Translator's Intellectual Property:** Any information transmitted or entered by the Translator, whether publicly accessible on the Website or not, shall remain his or her sole property. The Translator shall grant Mytranslation a non-exclusive, personal, and non-transferable right of use to all information thus transmitted and/or entered and more specifically to his or her last name, first name, company name, trade names, emblems, images, brands, logos, designs, models, forms, photographs, sounds, music, video, and any other distinctive marks and all information likely to benefit from protection covering industrial property or an intellectual property right, for the purposes of executing the Service and/or for the purpose of internal and external communication by Mytranslation; without time limit.

**16.2 Mytranslation's Intellectual property:** Mytranslation is the sole owner of the Website as well as all components of the Website such as brands, logos, text, styles, graphical elements, photographs, videos, information, applications, software, files, databases, etc. for which it retains all rights, and in particular its intellectual property rights. None of the provisions in the general terms and conditions or on the Website may be interpreted as authorising a transfer or exemption, even for a simple right of personal and non-transferable use, of the Website or one or more of its components. Mytranslation is the sole owner of all know-how that it may acquire through the execution of the Service and/or operation of the Website.

**16.3 Third Party Rights:** When the rights covering information transmitted or entered by the Translator, whether or not publicly accessible on the Website, belong to a third party, the Translator shall guarantee that it holds all rights enabling it to authorise Mytranslation to use said information in accordance with article 16.1 above. Therefore, the Translator shall be responsible for managing and/or negotiating with third parties for the rights and/or authorisations covering said information transmitted to Mytranslation, published on the Website and/or entered in the Translator's User Account or User Profile. For this purpose, the Translator shall agree to defend Mytranslation and hold it harmless against any eviction, claim, proceedings, order, decision against, or damage to third parties that may occur due to the use and/or distribution by Mytranslation of any information transmitted, published, or entered by the Translator (identity theft, misleading advertising, unfair competition, denigration, defamation, products or services that may not be advertised, sold, or manufactured, privacy violations, personal data protection, violation of intellectual property rights, etc.). In particular, if a third party holds any rights or makes claims to any information thus transmitted, published and/or entered by the Translator, Mytranslation shall have the right to suspend execution of the Service without formality or advance notice, and/or to apply one of the sanctions set out in article 21 below.

### **39. FORCE MAJEURE**

Mytranslation shall reserve the right to not execute or to suspend the Service and interrupt the operation of the Website, without formality or advance notice, in the event of a case of force majeure or a fortuitous event such as, in particular fires, storms, floods, strikes within the company, electrical surges or shocks, blockages and slow-downs of

computer and telecommunication networks, and more generally, any unforeseeable, unavoidable, external circumstance that might prevent the execution of the Service or the proper operation of the Website.

### **40. TRANSLATOR LIABILITY**

**18.1** The Translator is and shall remain solely liable for (i) the information entered in his or her User Account and User Profile, whether this information is public or private, (ii) the information he or she sends to other Translators, Customers, and Mytranslation, (iii) and more generally for any other information uploaded or published on, from, or by the Website or through its intermediary, or transmitted, shared, or exchanged with other users through the Website.

**18.2** The Translator declares that he or she shall take personal liability for the consequences to his or her status of any occasional or habitual use of the Service and/or the Website, such as for example any potential costs and expenses incurred where applicable by using the Website, as well as the accounting and tax processing of these costs and expenses, such that Mytranslation shall never be concerned or held liable for this purpose.

### **41. LIMITATION OF MYTRANSLATION'S LIABILITY**

**19.1** Mytranslation is not a party to the Contract and therefore may not be held liable in any way related to the Contract or for any issue originating in the Contract. Therefore, the Translator is and shall remain solely liable for the Translated Content, and in particular for the fact that Customers may accept or refuse the work done by the Translator and the consequences of any potential refusals, which the Translator accepts irrevocably in advance. More generally, Mytranslation may not be held liable for any content passing through the Website that it did not put online itself, regardless of the form, language, issuer, or recipient.

**19.2** Mytranslation shall make its best effort to ensure the availability of the Website. However, the Translator shall acknowledge that due to the nature of the Internet, this cannot be guaranteed, nor can access to the marketplace and the Translator's User Account and User Profile. Therefore, the Website and the Translator's User Account and User Profile may be interrupted or limited - in particular for technical reasons (repairs, maintenance, updates, etc.), even though Mytranslation shall agree to take measures to limit the frequency and duration of these interruptions or limitations.

**19.3** Mytranslation may be held liable not in any case for any direct, indirect, incidental, consecutive, or special harm, whether foreseeable or not, stemming from or related to the Contract, Website, or Service, claimed by the Customers and Translators, and in particular for lost data or sales, lost wages or increased costs and expenses, file retrieval, operating losses, damage caused to hardware, etc.

**19.4** In any case where Mytranslation is found liable under French laws or regulations by an enforceable legal decision, Mytranslation's liability to a Translator may not exceed the total amount of compensation received by the Translator from Mytranslation since opening his or her User Account.

#### **42. WEBSITE INTEGRITY**

The Translator shall be prohibited from violating the integrity of the Website or Mytranslation. For this reason, the Translator shall be prohibited, in particular from (i) using the Website in a manner that violates these General Terms and Conditions, the laws and regulations of his or her country of origin, and/or French laws and regulations, (ii) damaging, deactivating, overloading, or altering the Website or attempting to do so, (iii) using automatic scripts or any other technology to extract or collect information from or through the Website or to interact with the Website, (iv) uploading, publishing, transmitting, sharing, storing, providing, or distributing in any way whatsoever for any purpose whatsoever, on or through the Website, any element containing computer viruses or any code, file, or computer program designed to interrupt, destroy, alter, or limit the functionality of software or computer or telecommunication hardware belonging to the Website, Website users, or third parties, (v) uploading, publishing, transmitting, sharing, storing, providing or distributing in any way whatsoever for any purpose whatsoever on or through the Website any content that is subject to civil or criminal punishment, completely or partially hinders others from using the Website, or harms Mytranslation or its users or for which they might be liable in any way whatsoever, (vi) sending, placing on line, exchanging, or sharing on or through the Website, any content for which the user, Website users including the Customers, Mytranslation, and/or its directors, partners, employees, collaborators, or partners might be held liable by third parties.

#### **43. TRANSLATOR FAILURE TO COMPLY WITH THE GENERAL TERMS AND CONDITIONS**

Without prejudice to other means of recourse, Mytranslation reserves the right to limit, interrupt, terminate, or prohibit access to its Website, Services, or any User Account and/or User Profile. Mytranslation also reserves the right to take all technical and legal measures to prevent users from accessing the Website and its Services, even if they are Customers or Translators, if Mytranslation believes that their actions are (i) a source of difficulties and in particular if these actions violate the security of the Website and or other users, if they might incur the liability of a user, Mytranslation, its directors, members, employees, or partners, or (ii) in contradiction with these General Terms and Conditions or the applicable laws and regulations in force in France or in the user's country of origin. Mytranslation also reserves the right to delete User Accounts and/or User Profiles that have been inactive for more than one year. All this is without recourse, counterparty, or compensation for the user.

#### **44. TERMINATION**

Each Party may unilaterally terminate the contract governed by these General Terms and Conditions in the event of a significant breach by the other Party of one of its essential contractual obligations that is not remedied within eight (8) calendar days of sending a formal notice by registered letter with advice of delivery or by email with delivery

confirmation. If the contract governed by these General Terms and Conditions is terminated under the conditions above while a Contract is being executed, the Parties shall agree that termination of the contract shall only take effect upon completion of the object of the Contract in progress, but that the Translator may no longer enjoy the Services or the Website to initiate new Contracts upon expiration of the eight (8) calendar days mentioned above.

#### **45. LAW AND JURISDICTION**

These General Terms and Conditions shall be governed by French law. **ANY DISPUTE RELATED TO THE CONTRACT BINDING MYTRANSLATION WITH A TRANSLATOR OR THESE GENERAL TERMS AND CONDITIONS, SHALL BE SUBJECT TO THE SOLE JURISDICTION OF THE COMPETENT COURT OF NANTERRE.**