

Supertext Ltd General Terms And Conditions (T&C)

As of: January 2010

§ 1

Validity of the T&C

1. Supertext operates an agency for text services available through the internet. The text services are not only rendered by Supertext itself, but also by independent certified professionals (professional translators, copywriters, editors and proofreaders) contracted by Supertext. However, the contractual relationships exist in all cases solely with Supertext and not directly with the respective specialist.
2. Supertext provides its services exclusively on the basis of these T&C; the T&C are considered as accepted with any placement of order with Supertext. Any conditions of the client differing therefrom are hereby expressly waived.
3. Supertext reserves the right to change or amend these T&C at any time.
4. Additional agreements, confirmations, other agreements as well as changes and additions to this contract require the written form to become effective.

§ 2

Conclusion of the Contract

1. On the website, Supertext generates a quote on the basis of the information provided by the client.
2. The determination of the volume of a document to be edited and the corresponding price calculation are done electronically. Supertext expressly reserves the right to adjust the cost of the text services to the actual volume of the document (according to the current prices of Supertext), even after conclusion of the contract, if automatic determination of the volume of the text to be edited cannot be carried out with sufficient precision due to technical reasons (for example, because the text to be edited contains text fields that are not recognized by the counting software as text to be edited, or because a format is used which cannot be counted accurately online in all cases, such as the pdf or xls formats).
3. The client accepts the quote by placing the order online. The contract is concluded with the electronic order.
4. Once the contract is concluded, Supertext starts processing it. At the same time, the contractual term of delivery on principle also starts once the contract is concluded.

§ 3

Scope of Services/Rights of Use

1. Supertext undertakes to properly and professionally draft, revise, correct or translate a text specified by the client in the desired language. For translations, Supertext commits to ensure that no cuts, additions or other changes with regards to content are made. Depending on the meaning of the original text, translations are done literally or conveying the meaning and mentality according to the average, generally accepted quality standards of the translation industry for the respective language area.
2. Special technical terminology adopted by the client is only taken into account if agreed upon beforehand and if sufficient and complete documentation such as previous translations or glossaries are made available when the order is placed. Otherwise, technical terms are translated or used as is generally accepted in accordance with the quality standards pursuant to section 3.1.
3. Only texts are translated and/or edited. The text to be translated may be rejected if it contains images. Texts may also be rejected if they contain criminal or immoral content. Apart from this, the text may be rejected if there are special circumstances which make editing the text appear unreasonable. This may especially be the case where, because of the difficulty and/or volume of the original, a translation in an appropriate quality is not possible in the period specified by the client. Supertext will inform the client of this fact as soon as possible. In case of a rejection, no claim for compensation is due.
4. In case a text obtains copyright protection by being edited by the respective specialist, Supertext guarantees that the client – to the legally permissible extent – receives the unrestricted right to use and exploitation right, unlimited in time, space and with respect to content. This includes the right to make changes and to transfer rights to third parties.

§ 4

Acceptance/Obligation to Give Notice of Defects

1. After editing is finished, the finished text is made available for download in the client login area on the Supertext server. The client is sent a collection notice via e-mail. The client has to ensure that the download takes place immediately after notification of completion.
2. Other delivery forms, such as by regular mail or fax, take place only on the basis of a separate

- explicit agreement (according to section 1.4), for example in case of certified documents.
3. Supertext may make the provision for collection of the edited text dependent on the submission of a written warranty of authorization, an advance payment or a surety bond issued by a bank.
 4. The client has to check the text for any defects immediately upon receipt. Claims of obvious defects in the edited text are to be made in writing and specifying the defects immediately after downloading or after receipt by the client (in case of other forms of delivery), claims of hidden defects immediately after their discovery. If no written claim of defects is made within 5 days, the edited text is considered to have been carried out according to the contract.
 5. Supertext bears the risk of data loss until collection of the translation per download to the hard drive/cache memory of the client. The client is responsible for the transfer process via download to the hard drive/cache memory and in this respect releases Supertext from any liability. As far as other forms of delivery (regular mail, e-mail, fax) have been expressly agreed, the risk passes to the client only upon delivery of the text to the carrier or upon receipt of the corresponding e-mail in the recipient's mailbox or with printout of the respective fax message at the recipient's premises.

§ 5

Remedy of Defects

1. As far as the edited text differs from the agreed requirements, the client has to set Supertext a reasonable deadline to remedy the defects. A remedy is excluded if the differences were caused by the client himself, e.g. due to incorrect or incomplete information or faulty original texts.
2. After the deadline to remedy the defects has passed to no effect, the client may demand to cancel the contract (cancellation) if the defect has not been remedied in time.
3. All claims are excluded if the difference only insignificantly reduces the value or suitability of the translation or edited text.
4. Determining a deadline is not required if at the conclusion of the contract the client expressly stated that the provision of the contractual service is useless to him after the expiry of the delivery period.

§ 6

Remuneration/Payment Terms

1. Supertext invoices the client the services at the agreed price or the agreed minimum fees and conditions plus the applicable VAT. The client may discharge his debt only in Swiss francs in the context of the methods of payment made available by Supertext.
2. Usually, Supertext makes invoices available for download or sends them via e-mail exclusively in pdf format.
3. The corresponding remuneration is due upon invoicing without deduction for immediate payment. If payment is delayed, Supertext is entitled to demand default interest of 5% per annum. If Supertext is able to prove higher damage caused by the delay, it is entitled to claim it.

§ 7

Cost Settlement/Prohibition of Assignment

1. The settlement of any claims by Supertext with counterclaims of the client require the prior written agreement between the client and Supertext.
2. The assignment of rights under this contract is inadmissible without the consent of Supertext.

§ 8

Cancellation

1. The client may cancel the contract at any time prior to completion of the translation.
2. If an awarded contract is canceled by the client, the costs incurred to date must be compensated according to the degree of their completion. In any case, the reimbursement claim amounts to at least 50% of the order value.
3. The data received from the client in the context of the order or the edited text file will remain at Supertext for archiving purposes. These data are deleted only on the explicit written request of the client.

§ 9

Liability/Limitation of Liability

1. Claims for damages from the contract, breach of duty at conclusion of the contract (culpa in contrahendo), positive breach of contract or default to Supertext are excluded to the legally permissible extent. The liability for auxiliary persons is excluded in any case.
2. Supertext is not liable for any loss or delay of services due to force majeure or unforeseen,

temporary frustrations not caused by Supertext, in particular strikes and lockouts as well as breakdown of communication networks and gateways of other operators.

3. The amount of the liability for damages caused by the use of services by Supertext, by incorrect storage or transmission of data through Supertext or by Supertext's handling of texts and documents is limited to the proven damages. In any case, liability is limited to CHF 300.00 per page and must not exceed the foreseeable maximum amount of CHF 15,000.00.

§ 10

Exclusion of Warranty

Supertext does not guarantee that the respective translation or edited text is permissible and appropriate for the intended use of the client. This applies especially if the delivered text is published or used for marketing purposes. In this regard, the client alone bears the legal risk of usability or publication.

§ 11

Secrecy/Viruses/Data Protection

1. Supertext makes every effort to maintain the confidentiality of the transmitted texts according to the current state of the art. However, due to the electronic data communication, Supertext cannot guarantee 100% confidentiality.
2. Supertext also makes every effort to examine the electronic data communication for any viruses or sabotage programs according to the current state of the art. However, a 100% protection against viruses or sabotage cannot be guaranteed even when applying due diligence. The client is expressly advised of a remaining residual risk.
3. The client is hereby informed that Supertext machine-edits personal data in machine-readable form and for tasks arising from this contract.
4. As far as Supertext uses third parties to provide the services offered, Supertext is entitled to disclose participant information in accordance with the provisions of the Data Protection Act. Supertext is otherwise entitled to do so in cases in which the detection, localization and removal of defects and errors in the facilities of the Supertext company as well as in the facilities of third parties used make the transmission of data necessary.
5. Supertext declares that its employees and vicarious agents have been pledged to strict confidentiality and to compliance with data protection and that Supertext has taken all necessary technical and organizational measures to ensure the implementation of the provisions of the Data Protection Act.

§ 12

Prohibition against Enticement

The client undertakes to not entice any by Supertext employed or subcontracted specialists or to employ them without the consent of Supertext during the period of cooperation between the parties and for a period of one year thereafter. For each case of culpable infringement, the client undertakes to pay a contractual penalty of CHF 20,000.00. The payment of a contractual penalty does not release the client from compliance with the prohibition against enticement.

§ 13

Final provisions

1. Orders outside the scope of services of the text service in accordance with these T&C in connection with the services of Supertext are not subject to these T&C. This includes in particular additional services such as DTP, printing, html files, etc. Such services will be agreed on separately.
2. The place of fulfillment for all contractual services is the registered office of Supertext in Zurich, Switzerland.
3. In case the parties have agreed on the written form, it shall also be satisfied via facsimile transmission.
4. Contracts concluded on the basis of these T&C are subject to Swiss law exclusively.
5. Zurich (Switzerland), the registered office of Supertext, is the exclusive place of jurisdiction for all disputes, claims or disagreements arising from or in connection with this contract, including its validity, invalidity, breach or cancellation.
6. In case individual provisions of this contract are ineffective or invalid, the validity of the remaining provisions remains unaffected. The ineffective or invalid provision is to be replaced analogously by the relevant statutory provisions. The same applies to a regulatory loophole.

In the event of any conflict or difference in interpretation between the different language versions of this contract, the German version shall prevail.