

Terms & Conditions (effective as of 29.03.2022)

## **Globalese Terms and Conditions of Use**

In order to use Globalese, you must agree to our Terms and Conditions of Use.

ONCE YOU REGISTER ON THE GLOBALESE SYSTEM YOU AND ANY PARTY OR ENTITY THAT YOU ARE USING THE GLOBALESE SYSTEM ON BEHALF OF (TOGETHER REFERRED TO AS "YOU" OR "YOUR"), REPRESENT AND WARRANT THAT: (i) YOU ARE AUTHORIZED TO BIND YOURSELF AND ANY OTHER PARTY ON WHOSE BEHALF YOU CONCLUDE THIS AGREEMENT; AND (ii) YOU ACCEPT THE TERMS OF USE AND AGREE TO BE BOUND BY THEM.

IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST IMMEDIATELY STOP ACCESSING AND/OR USING THE GLOBALESE SYSTEM.

The following are the Conditions of your Globalese Subscription Contract. This contract is between the Globalese GmbH company detailed in the Subscription Form ("Globalese") and you as detailed in the Subscription Form (the "Customer"). In order to receive the Machine Translation services, you agree to abide by the following Terms and Conditions. Reference in this Contract to "you or "your" shall refer to the Customer and "we" or "us" or "our" shall be read as reference to "Globalese", you and us together are referenced as "Parties". This Contract supersedes and replaces any previous written communication and contracts between the Parties.

### **1. Definitions**

In this Contract:

**Address:** means the address of your private or company residence in the Territory which you have notified to us in the Subscription form in the Globalese Customer Support Portal.

**Engine:** the entity which can be used to consume Machine Translation services from a source language into a target language.

**Date:** means the date you have bought your subscription from Globalese to receive the Service.

**Conditions:** the terms and conditions of this Contract as we may amend from time to time or as otherwise varied or added to by the terms of any special offer we may grant to you or any additional service you may elect to

take from Globalese and as otherwise set out below. The term Conditions shall include any Additional Conditions.

**Contract:** this contract incorporating the Conditions, made between you and us authorizing you to receive the Service for consuming Machine Translation services.

**Services:** include the Subscription Services provided to you by Globalese under this contract and all the other associated services that Globalese may make available to you as a Globalese subscriber including but not limited to consume Machine Translation services for the Package elected by you.

**Subscription Form:** a legally binding order form to be found on the Globalese Customer Support portal (<https://globalese.atlassian.net/servicedesk/customer/portal/2>) where users can subscribe for consuming Globalese Machine Translation services.

**System:** the environment you are using after authenticated log in to consume the Services.

**Monthly fee:** the fees you must pay us in order to receive the Services as set out in this contract. Fees are defined and published in the actual Globalese price list.

## 2. Trial period

Based on individual agreements between Globalese and you, you can be entitled for a free trial. Globalese keeps the right to define the period of the trial, restrict the Services available during the trial period and can change the duration of the trial period without any prior notice. The free trial mode is indicated in the license information. During the trial period, access to the Services is for free. Some of the Services might be limited or not available in the free trial Globalese system. After the trial period, you can continue using the Services by subscribing to the Globalese Services. Without a valid subscription, access to the services will be declined and any content you have uploaded or created will be deleted without further notice.

## 3. Using the Services

You can get access to the Services upon subscribing to the Globalese Services. The Service requires you to register and create at least one account for validation. You agree to: (a) provide accurate, current and complete information as prompted by any registration forms on the Services; (b) maintain and promptly update such information and any other information provided to Globalese, to keep it accurate, current and complete; (c) maintain the security of your password and identification; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

You will need to register a valid credit card to start using the Services. If there is no valid Credit Card added in the system, access to the services will be declined. The Services can be used post-paid based on a metered plan. You will be charged based on your consumption during the billing cycle. The default billing cycle is one calendar month. We apply a billing threshold of EUR 1.000. You will be charged when reaching the billing threshold or the end of the billing cycle, whichever comes first. The prices and fees are defined and published in the actual Globalese price list (<https://www.globalese-mt.com/pricing/>). The actual price list can be subject to change by prior notification of at least 30 days.

We are using services from Stripe ([www.stripe.com](http://www.stripe.com)) for handling payments and card transactions. The terms and conditions from Stripe apply (<https://stripe.com/en-de/privacy>).

**Engine Life Cycle:** we release from time to time new versions of Globalese to implement fixes and improvements. Each engine has a technical version that reflects the time of training. After the implementation of a new version, engines trained on an older version are supported for six additional months starting from the date of release of the new version. After that, engines reach the end of their supported life cycle. Such engines can be technically used for further 3 months, but we are not providing technical support in case of any issue with those engines. After 3 months from the end of the supported life cycle of an engine, engines are blocked for translation and must be fully re-trained in order to be used again. The life cycle status is indicated in the system with following colour codes on the engine overview page:

- Green: engine is on the latest technical version and can be used for translation. The engine is fully supported.
- Yellow: engine is on the previous technical version and can be used for translation. However, there is a new version available, and re-training might improve the engine. The engine is supported for bug fixes.
- Grey: the engine has reached the end of its supported life cycle. It still can be used for translation; however, a full re-training is highly recommended. The engine is not supported for bug fixes.
- Red: The engine cannot be used anymore for translation until fully re-trained

#### **4. Data protection and privacy**

To use the Services, you are uploading source and target language content, translation memories, terminologies, and project files (hereinafter called as Content) to the system. Globalese declares and that each and every piece of the Content uploaded fully or partially, and Derivative Data such as Machine Translation Engines created by the system based of the Content forms trade secret in every respect, and as such, it shall be treated as confidential. Globalese undertakes not to transfer or make available or knowable – either verbally or in writing or in any other means – the Content provided by you and Derivative Data, its partial or full information to any third parties, and it treats them as secret. Globalese undertakes not to reuse, resell or trade the Content and Derivative Data either partially or fully. It exclusively stores Content and Derivative Data on the servers hosting the Service. These obligations are binding for Globalese for an unlimited time.

Server locations: Globalese is using private cloud and server hosting services from the listed Hosting Providers and locations:

[Invitech DC10](#) (Budapest, Hungary)

[Hetzner](#) (Gunzenhausen, Germany)

[Hostkey](#) (Amsterdam, Netherlands)

[Google Cloud Platform](#) (chosen location)

Globalese is committed to protect your personal information and no personally identifiable information will be shared with any third party.

Insofar as the Content contains personal data as defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“GDPR”), Globalese undertakes to ensure strict compliance at all times with GDPR applying to it, as well as the terms of this Agreement (or any other contract between the Parties on use of personal data for the Purpose), in its use of the Content.

To the extent that processing of personal data is authorized by the Customer (“Disclosing Party”) in advance, Globalese shall ensure through appropriate measures that its employees and advisors in charge of the processing of personal data shall act at all times in strict compliance with the GDPR, any instructions given to it by the Disclosing Party, as well as the terms of this Agreement (or any other contract between the Parties on use of personal data for the purpose of this Agreement).

## **5. Ownership**

This contract is not a sale and does not convey any rights of ownership in or to the System. Globalese is not granting you any rights whatsoever in the system source code. All right, title, and interest in the System and any updates, upgrades or modifications thereof, or in any ideas, know-how, and programs developed by Globalese during the course of this contract will remain the property of Globalese. All right, title, and interest in your data will remain your property.

All Globalese Services information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of Globalese are and shall remain the exclusive property of Globalese. Nothing in this contract shall grant you the right or license to use any of the marks.

## **6. Access**

Subject to the terms and conditions of this contract, and for the term specified in the Subscription Form, Globalese grants you non-exclusive, non-transferable rights to use and access the Globalese system for business purposes.

## **7. Liability**

EACH PARTY'S TOTAL LIABILITY TO THE OTHER FOR BREACH OF CONTRACT AND FOR ALL OTHER CLAIMS (INCLUDING, WITHOUT LIMITATION, TORT CLAIMS), EXCEPT FOR BREACHES OF CONFIDENTIALITY AND/OR DATA PRIVACY AS SPECIFIED IN CLAUSE 4, ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATED SUBSCRIPTION FEES YOU HAVE PAYED TO US IN THE LAST 12 MONTHS COMPUTED FROM THE DATE OF THE REASON OF YOUR CLAIM.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE LOSS, SPECIAL OR EXEMPLARY DAMAGES OR EXPENSES (INCLUDING LOST PROFITS AND SAVINGS) PURSUANT TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, OR LOST BUSINESS.

NOTWITHSTANDING THE ABOVE, THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION WILL NOT BE APPLICABLE FOR BREACHES OF CONFIDENTIALITY AND/OR DATA PRIVACY, DAMAGES OF WILLFUL

CONDUCT OR GROSS NEGLIGENCE OR FOR DAMAGES CAUSED TO LIFE OR DAMAGES RESULTING IN BODILY INJURY.

## **8. Copyright**

(a) All copyright, trademarks, design rights, patents, and other intellectual property rights (registered and unregistered) in and on the Service belong to Globalese and/or third parties. Nothing in these Conditions grants you a right or license to use any trademark, design right or copyright owned or controlled by Globalese or any other third party except as expressly provided in the Conditions.

(b) You must not and you may not assist anyone to, or attempt to, reverse engineer, decompile, disassemble, adapt, modify, copy, distribute copies, download or attempt in IP spoofing /hacking to access the service or to reproduce, lend, hire, rent, perform, sub-license, make available to the public.

(c) You may not directly or indirectly charge others for accessing, viewing or using to any of the Services, or commercialize or attempt to re-sell the Services.

## **9. Changes and Additional Conditions**

(a) We may vary this Contract reasonably at any time. We may amend from time to time or as otherwise varied or added to by the terms of any special offer we may grant to you or any additional service you may elect to take from Globalese.

(b) If any Changes or Additional Conditions are made, they will be made available on the Globalese system. If there is any inconsistency between these Conditions and the Additional Conditions, the Additional Conditions shall prevail. By accessing Globalese, you agree to be legally bound by whichever version of the Conditions is in force at such time.

## **10. Transfer of Agreement**

(a) Globalese reserves the right to partly or wholly transfer the rights under this Contract to a third party. You may not transfer your rights or obligations under this Contract to any third party.

(b) No third party is entitled to benefit under this Contract.

## **11. Cancellation/Termination/Renewal**

This Contract is valid for the Term subject to our right to terminate due to your breach.

(a) We shall not refund any Subscription Payments or other payments made

under this contract if this Contract is terminated by us due to your breach of any of the Conditions.

(b) Your subscription is valid until cancellation by you.

You can cancel the subscription at any time. A final invoice will be sent about the actual consumptions. Your Globalese system including the data you uploaded to your Globalese system will be deleted. Invoices and financial related data will be stored according to the actual requirements defined by the law.

Additionally, you have the right for termination in the event of:

- a) our breach of this Contract,
- b) in case the changes in the actual Price List are not acceptable for you
- c) in case the updates of these terms and Conditions as specified in Section 13 are not acceptable for you.

## **12. Law**

This Contract and any claims arising out of or relating to this Contract and its subject matter shall be governed by and construed under the laws of Germany, without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and the German law, rules, and regulations, the German law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

If You are a merchant, a juristic person under public law, or separate fund under public law, the sole place of jurisdiction for all differences arising out of or in connection with the Agreement shall be Trier, Germany.

## **13. General**

We may update the Globalese system from time to time and may change the content of the Globalese terms and conditions at any time. If there is any inconsistency between the General Terms and Conditions in your residential subscriber contract and the updated General Terms and Conditions on the Globalese system, the latter shall prevail. Updated General Terms and Conditions are indicated for users after first log in to the Globalese system from the time of the change.