

Terms and Conditions of LEXIKA 2 s.r.o.

(hereinafter the “**TCs**”) prepared pursuant to Act No. 513/1991 Coll., The Commercial Code, as amended
(hereinafter the “**Commercial Code**”)

These Terms and Conditions have been drafted by LEXIKA 2 s.r.o., with its registered office at Dobrovičova 10, 811 09 Bratislava, ID No.: 46476890, registered in the Business Register of Bratislava I District Court, Section: Sro, File No. 77871/B (hereinafter the “**Provider**”) as its General Business Terms and Conditions to follow a uniform procedure in entering into contractual relations to which LEXIKA 2 s.r.o. is a party acting as the Provider and the subject matter of which is the provision of services related to the Provider’s scope of business, primarily the provision of translation and/or interpreting services.

Article I Basic Provisions

1. For the purposes of this document, the following terms will be interpreted as specified in this Article of the Terms and Conditions:

General Terms

Provider – LEXIKA 2 s.r.o., with its registered office at Dobrovičova 10, 811 09 Bratislava, ID No.: 46476890, registered in the Business Register of Bratislava I District Court, Section: Sro, File No. 77871/B.

Customer – a domestic or foreign natural person or legal entity that has ordered from the Provider the provision of services related to the Provider’s scope of business, primarily the provision of translation and/or interpreting services in accordance with these TCs.

The Provider and the Customer hereinafter also jointly referred to as the “**Parties**” or individually as the “**Party**”.

Invoice – a tax document for the supplied goods or services that contains all elements pursuant to the applicable Slovak legal regulations. The Invoice also serves as a delivery note and contains the Customer’s identification details according to the Customer’s registration in the relevant statutory records, a reference to the Customer’s order, the Customer’s main contact and a brief description of the delivered supply. The Invoice is handed over to the Customer upon personal acceptance of the supply, or can be sent by post to the address specified by the Customer upon request.

Electronic Invoice – the proper Invoice issued pursuant to Section 74 of the Value Added Tax Act, which is issued by the Provider solely in an electronic form and sent to the Customer by electronic mail or other electronic means of exchange or making data available between the Provider and the Customer as a separate PDF file.

The Provider is entitled to issue and send to the Customer the Invoice in electronic form, and by confirming these Terms and Conditions the Customer grants to the Provider an express and irrevocable consent to issue, send and deliver the Electronic Invoice pursuant to Section 71(1)(b) of the Value Added Tax Act.

The issue, sending and delivery of the Electronic Invoice means: (i) sending it to the email address of the person ordering the supply; (ii) sending it to the email address provided by the Customer for the purpose of receiving the Invoices; or (iii) making it available on the Provider’s website www.LEXIKA.sk/portal in the Customer’s account; the Customer can find the Electronic Invoices after logging into the Customer’s account on the website www.LEXIKA.sk/portal in the “Invoices” section in the main menu.

Establishment – according to the data stated in the Trade Register of Bratislava District Office, Trade Register No. 101- 211037.

Request – a request for the purposes of the TCs means a request for the provision of the Provider’s services. The Request may be delivered to the Provider: (i) in person to an employee of the Provider at the address of the Provider’s Establishment; (ii) by means of long distance voice communication (eg by phone); (iii) by

email or the Provider's online form; or (iv) via the Provider's portal by choosing the option "Request a Proposal".

Proposal – a document in an electronic or printed form issued by the Provider and addressed and demonstrably delivered to the Customer, by which the Provider responds to the Customer's Request. The Proposal specifies in particular the type of the requested service, the delivery date of the requested service and the price for the requested service (total and/or unit price) and it may include several variants of the requested service differing in price, date of delivery or quality standard of the requested service. The Proposal is not binding on the Parties and is valid for a limited period of time specified therein. For the purposes of these TCs, pursuant to the Commercial Code, the Proposal may be considered as a draft contract.

Order – the Order of the supply made by the Customer in person at the Provider's Establishment or by one of the means of electronic communication: (i) by expressing agreement with the submitted Proposal via email; (ii) by expressing agreement with one of the variants in the submitted Proposal via email; (iii) by approving the Proposal by clicking on the link (button) "I agree/I'm ordering" in the submitted Proposal or in the email message containing the Proposal; or (iv) by choosing the option "Run project" on the Provider's portal.

Project Confirmation – a document in an electronic or printed form issued by the Provider and addressed to the Customer, which specifies in particular the type of the ordered service, the date of delivery of the requested service and an estimated price for the requested service (total and/or unit price), which is binding on both Parties, and which the Provider will deliver to the Customer: (i) when making a personal order; (ii) by electronic mail to the Customer's last known email address.

External Supplier – the External Supplier for the purposes of the TCs means a domestic or foreign natural person or legal entity, which provides the Customer with or delivers to the Customer the services related to the Customer's scope of business, primarily translation and/or interpreting services and/or other language services.

Protocol on Interpreting Services – a document issued by the Provider as a confirmation of the delivery of the supply if the supply concerns the provision of interpreting services. The Protocol is submitted for signature to the Customer by the Provider or its External Supplier once the service has been provided and the Customer confirms by their signature that the service ordered has been provided in accordance with the Order.

Delivery – delivery for the purposes of the TCs means the delivery of a service ordered from the Provider by the Customer.

Terms Related to Translation and Interpreting Services

Translation – a written transfer of text, particularly written text, from one language (Source Language) into another (Target Language) preserving the meaning of the translated content in the Target Language.

Certified Translation – a translation made pursuant to Act No. 382/2004 Coll. on experts, interpreters and translators as amended. The Certified Translation is delivered in a printed form and is inseparably bound with the printed content in the Source Language.

Interpretation – oral transfer of text, particularly spoken text, from one language (Source Language) into another (Target Language) while preserving the meaning of the interpreted content in the Target Language.

Consecutive Interpretation – mediation of the meaning of the spoken word between two languages at short intervals when the speaker after a certain segment gives room to the interpreter to translate the content into the Target Language.

Simultaneous Interpretation – almost simultaneous fluent mediation of the spoken word between two or more languages. The Simultaneous Interpretation may only be carried out through interpreting equipment and is provided by two interpreters.

Official Interpretation – mediation of the meaning of the spoken word between two languages at short intervals when the speaker after a certain segment gives room to the interpreter to translate the content

into the Target Language. An interpreter is a person pursuant to Act No. 382/2004 Coll. on experts, interpreters and translators as amended.

Proofreading – a check of the translated text by a proofreader, a native speaker of the Target Language, who ensures uniform terminology and appropriate style of the translation.

Pre-press Proofreading – pre-press proofreading of the translated text eliminates errors, if any, likely to occur in the formatting or make-up of the text. A proofreader focuses on checking misprints, incorrect splitting of words at the end of lines and other formal errors.

Revision – a bilingual revision of content adequacy for the agreed purpose in the Target Language against the content in the Source Language with the aim to carefully compare and edit or correct where necessary the language, content and terminology of the translated text. Without ordering the Revision, the Translation does not comply with STN ISO 17100.

Check – a review of the text in the Target Language carried out by the translator.

Computer-assisted Translation (CAT) – a part of the translating process that uses software applications to assist a person (translator) during translation. It is not a machine/automated translation.

Machine Translation – automated translation of text or speech from one natural language into another by a computer system.

Post-editing – editing and correction of the output of the Machine Translation. According to the agreed specification, a post-editor edits the text automatically generated by a Machine Translation tool. This does not apply to a situation when a translator can see and use the suggestions of a Machine Translation tool that is part of a Computer-assisted Translation (CAT) tool.

Subtitling – subtitles are a written form of audio or video content. They contain the transcript of the spoken word or otherwise supplement information about the currently displayed visual content. Subtitling includes the translation of content from the Source Language into the Target Language, inserting the translated content into a visual environment and its suitable timing.

DTP Graphic – graphic editing of texts, graphs and pictures into the requested form in the respective graphic editor in a quality suitable for reproduction or printing.

File Preparation – DTP graphic editing of printed or machine-unreadable content in the Source Language (eg in PDF, JPG etc) so that it can be translated and the target content delivered in the requested form in the respective file format.

Translation Service Standards

Depending on the purpose of the use of the translated content, LEXIKA 2 offers the following translation service levels:

Basic Translation – the fastest and cheapest standard suitable for translation of texts designed for working use. The translated text is checked by the translator. The text may be somewhat difficult to read and may contain minor errors. This level does not include the Revision and is not compliant with the requirements of ISO 17100.

Standard Translation – the translated text is revised by another translator, who compares the translated text against the original, checks and as necessary corrects the language, content and terminology. A translation made in this way meets the requirements of the international standard ISO 17100. This level is suitable for the translation of texts with a focus on the accuracy of the content and terminology, eg for legal and technical documentation.

Premium Translation – translated texts are revised by another translator and linguistically proofread by a native speaker of the Target Language. The level is suitable for the translation of texts used for presentation purposes, which must meet high requirements for content accuracy and very good readability – eg marketing materials.

Categorisation of Errors and Quality of Translation Services

Minor Error – inaccuracy slightly shifting the meaning of the content or an unsuitable style that does not affect the meaning and does not mislead the reader, but is likely to be noticed. A minor formatting error (eg substitution of bold face and italics), a misprint that does not change the meaning. A grammatical or syntactical error violating the spelling rules of the Target Language to a minimum degree.

Major Error – inaccuracy that may confuse or mislead the reader, eg changed meaning, inaccuracy, a grammatical or stylistic error, or omitted text. An error in an exposed part of the text, software, application (title, heading, chapter title etc.). A major grammatical or syntactic error.

Gross Error – an obvious and exceptional error with a major impact on the entire translated content. It is, for example, an error on the title page or in the content that causes application, software or web page failure. An error that may result in legal, security, health or financial implications. An error that causes an offence or is offensive.

Content – anything that represents meaningful information or knowledge.

Text – content in a written form.

Source Language – language in which the content to be translated/interpreted is created.

Target Language – language into which translation/interpretation is made.

Standard Page – for the purpose of calculating the length it is a text consisting of 1,800 characters with spaces.

Line – for the purpose of calculating the length it is a line consisting of 55 characters with spaces.

Word – for the purpose of calculating the length it is a character or a set of characters divided at the beginning and end by a space.

Source Word – word (as defined above) in the source text, ie the text to be translated.

Target Word – word (as defined above) in the target, ie translated, text.

2. The Parties may communicate with and deliver documents to each other in the following ways:
 1. In person, primarily at the address of the Provider's Establishment, where the Provider is represented by its employees;
 2. By means of long distance voice communication (eg by phone);
 3. In paper form via a carrier with a postal licence, messenger, courier and the like;
 4. By electronic mail (email) or via the Provider's portal (hereinafter also the "Electronic Communication" or "Electronic Means").
5. The Parties agree that they fully accept mutual communication via electronic means, unless a different form is expressly required hereunder, in particular via electronic mail and the Provider's portal. The Electronic Communication is also effective and binding without a qualified electronic signature. The Customer is obliged to ensure protection of access data to the Provider's portal and the Customer's Electronic Means used for the Electronic Communication against loss, destruction or theft, and is not entitled to make them available to any third party; the Customer is fully liable for the use or misuse of the data by a third party.

Article II

Subject Matter of the Contractual Relationship

1. Under the contractual relationship between the Customer and the Provider, the Provider undertakes to provide the Customer with services related to the Provider's scope of business, in particular translation and/or interpreting services in accordance with these TCs, and the Customer undertakes to pay the agreed price to the Provider.

Article III
Conditions of Establishment of the Contractual Relationship

1. The contractual relationship between the Customer and the Provider is established upon delivery of the Project Confirmation to the Customer; the Project Confirmation can be delivered to the Customer:
 1. **in person** at the Provider's Establishment. The Project Confirmation issued and delivered in this way is a direct response to the Request delivered to the Provider by the Customer in person at the Provider's Establishment. Based on such Request, the Provider, or the Provider's employee, notifies the Customer orally of the conditions of providing the requested service; or
 2. **by email**, with the Project Confirmation sent in response to the Customer's previous approval of the Proposal, or a part thereof, also delivered to the Provider by email. The Project Confirmation is deemed delivered when sent to the Customer's email address from which the Provider received the approval of the Proposal, or a part thereof.
3. The Project Confirmation must contain, in particular, the following details:
 1. **Details of the ordered service**, specifically: type of the requested service with a precise specification of the specific service provided by the Provider according to the valid price list of the Provider; the requested delivery date; price or method of calculating the final price or an estimated price; Delivery supply/handover method (providing the exact contact details of the person authorised to accept and/or confirm the acceptance of the supply) and any special requirements of the Customer (eg link to reference documents, use of CAT programs, translation memory, terminological glossaries etc.) or any order-specific information; and also
 2. **The Customer's details**, specifically:
 1. business name, registered office, ID No., Tax ID No. or VAT No., name and contact details (in particular email and/or telephone number) of the representative of the Party (or the person authorised by the Party, with the Customer assuming sole responsibility for the authority of the person accepting and/or confirming the acceptance of the supply on behalf of the Customer) in the event that the Customer is a legal entity;
 2. name and surname, permanent address, contact details (mainly email and/or phone number) in the event that the Customer is a natural person.
3. The TCs form an integral part of any contractual relationship between the Customer and the Provider. By its agreement with the terms and conditions given in accordance with Para 1(i) of this Article and/or agreement with the Provider's Proposal given in accordance with Para 1(ii), the Customer unconditionally confirms their agreement with these TCs.

Article IV
Supply Handover and Takeover

1. The Customer shall take over the supply provided by the Provider at the date and by means as specified in the Project Confirmation. The Customer (or an employee of the Customer entrusted with the takeover, a person authorised to act on behalf of the Customer, etc.) shall confirm the takeover of the supply to the Provider in writing by:
 1. their signature on the issued Invoice (if the supply is delivered in person, in paper or electronic form); or
 2. by email (in all other events, except (i) where the supply concerns the provision of translation services); or
 3. by their signature on the Protocol of Interpreting Services submitted to the Customer by the Provider (or the Provider's External Supplier) immediately after the provision of interpreting services and which the Customer shall confirm in writing.
2. The Provider's supply is deemed delivered: (i) when sent, in particular by email; (ii) on the date of sending an email message with a link to the Provider's portal or other data storage from which the supply can be downloaded; or (iii) on the date of being sent via a carrier with a postal licence or a takeover in person, if

the supply concerns the provision of translation services; or (iv) on the date when the supply is delivered, if the supply concerns the provision of interpreting services.

3. At the Customer's request, the Provider is authorised to send the completed supply to the Customer by the Electronic Means, including, without limitation, by email, or make it available for downloading from the Provider's portal, with which the Customer expressly agrees. Unless the Customer expressly requested in the Order a specific means of supply delivery, the Provider is entitled to send the supply to the Customer in any way. The Customer acknowledges that the Provider is not responsible for the supply from the moment of its sending, nor for any delay in the delivery of the supply caused by nature of the chosen delivery method, by third parties or force majeure. The Customer also acknowledges that certain delivery methods (eg by courier) may be subject to charge. If there is a change in the supply delivery method at the Customer's request after entering into the contractual relationship, all costs related to such change shall be borne by the Customer.
4. If, for objective reasons, the completed supply cannot be delivered as requested, the Parties undertake to try to agree on an alternative delivery method. If the Parties fail to agree on such a method, the Provider shall decide the delivery method. The costs related to an alternative delivery shall be fully borne by the Customer.
5. If, despite repeated notices by the Provider, the Customer does not or refuses to take over the completed supply, or refuses to confirm the takeover of a completed supply, the supply is deemed delivered on the date when it was supposed to be provided according to the details provided in the Project Confirmation. If the Customer refuses to sign the Protocol on Interpreting Services despite being provided with interpreting services, the supply is deemed delivered on the date the services were provided.
6. In the event of a situation as specified in Para 5 of this Article, the Provider is entitled to charge the full fee for such a supply and the Customer shall pay to the Provider such full fee charged.

Article V **Prices for Services and Price for Supply**

1. All service prices are contract prices and are agreed between the Customer and the Provider in writing. They are defined in the Proposal that is subject to the Customer's consent or in a separate agreement.
2. When expressing consent, the Customer that confirms the information provided by an employee of the Provider or the delivered Proposal for the requested service under Article III Para 1 hereof also declares that they unconditionally agree with the prices stated therein.
3. The price for translation services is set based on the type of translation, language combination, text specialisation, content quality in the Source Language, file format of the content provided in the Source Language, speed of completion, requested DTP Graphic and the Customer's other requirements.
4. The price for interpreting services is set based on the type of interpreting, language combination, interpreting place and time, duration of interpreting and the Customer's other requirements.
5. The unit price stated in the Proposal and Project Confirmation is final.
6. The total price for the supply stated in the Proposal and Project Confirmation is preliminary. The Customer acknowledges and agrees that the price for the supply of which the Customer has been notified in accordance with Article III hereof and which is stated in the Proposal is a preliminary price estimated by the Provider. The Customer also undertakes to pay to the Provider the actual price for the supply set in accordance with the following paragraph of these TCs.
7. The final price for the supply is calculated as follows:
 1. **If the supply concerns the provision of translation services**, it is calculated as the product of the number of source text units or target text units according to the actual length of the supplied service (eg Standard Pages, physical pages, Lines, Words, Characters, etc) and the unit price stated in the Project Confirmation or a separate agreement.
 1. The minimum length of the translated text charged is one Standard Page, or 250 words, respectively.

2. When charged per Standard Page, the length of the translated text in the Target Language is rounded up to one decimal place of the Standard Page, except for the Certified Translation, where the final number of the Standard Pages is rounded up to a whole page. The final number of the Lines is rounded up to a whole number. The final number of the Words is not rounded off.
 3. If, based on mutual agreement, translation or similar services are charged per other units, eg number of minutes of the text to be translated, these units rounded up to a whole number shall be used.
2. **If the supply concerns the provision of interpreting services**, it is calculated as the product of the number of units (hour, half a day (4 hours), whole day (8 hours)) and the unit price stated in the Project Confirmation or a separate agreement.

The final price also includes the cost of other services stated in the Project Confirmation or actually delivered to the Customer based on the Customer's additional requirements and instructions.

Article VI

Terms of Payment

1. The Provider will issue a relevant tax document for the Customer to pay the price for the supply. The document may be issued no earlier than the date of delivery of the service and no later than the last calendar day of the month in which the service was delivered.
2. If agreed that the Provider will only issue a tax document for the Customer after the completion and handover of the supply, which completion or handover is being unduly extended for reasons attributable to the Customer for more than 1 month, the Provider is entitled to issue the tax document to the Customer for the supply already performed and delivered.
3. The Customer shall pay the tax document issued by the Provider in accordance with Para 1 of this Article within maturity specified in the respective document.
4. If the Customer is in delay with the payment of the price of the Delivery, the Customer shall pay to the Provider interest on late payment of 0.05% of the outstanding amount for each started day of delay. The Customer acknowledges and agrees that any partial payment made by the Customer will be pursuant to Section 330(2) of the Commercial Code first credited against the payment of interest and only then against the payment of the principal.
5. Before issuing and sending the Project Confirmation, the Provider is entitled to ask the Customer for an advance payment of up to 100% of the price for the supply. In such an event, the Provider may issue to the Customer a pro forma invoice due by the date stated thereon. Unless the Customer makes the advance payment as stated above, the Provider shall not be obliged to issue and send to the Customer the Project Confirmation, and, consequently, under Article III Para 1 of the TCs, no contractual relationship will be established between the Provider and the Customer in accordance with these TCs.

Article VII

Quality of Delivery and Complaints

1. The Customer shall precisely specify to the Provider their requirements concerning the requested service already when making the Request, but at the latest when approving the Proposal under Article III Para 1 of these TCs. If the Customer fails to meet this obligation, the Customer shall not be entitled to complain about the supply delivered for reasons of failure to meet the requirements, even those specified at any later time.
2. If the Customer requests compliance with technical terminology, specific expressions, abbreviations and the like, the Customer shall:
 1. **If the supply concerns the provision of translation services**, deliver to the Provider when approving the Proposal under Article III Para 1 of the TCs at the latest the list of the terminology, expressions, or abbreviations used in the relevant language, or provide the Provider with other appropriate reference materials or designate a person authorised to consult technical terms;

2. **If the supply concerns the provision of interpreting services**, and if available to the Customer, provide the Provider when approving the Proposal under Article III Para 1 of the TCs at the latest with the prepared reference texts, in particular when requesting the use of technical terminology.
3. If the Customer fails to meet the obligations as specified in Paras 1 and 2 of this Article of the TCs, or if the person to be consulted under Para 2 of this Article hereof is not available to the Provider upon request, the Customer is not entitled to complain about the delivered supply on the grounds of defects that could have been avoided had the Customer duly and on time fulfilled the respective obligations.
4. The delivered supply has defects about which the Customer may complain if it was provided in gross breach with the conditions of the contractual relationship agreed and approved between the Customer and the Provider and/or if the supply does not meet the required quality requirements in terms of grammar, style and content of the requested service and/or the Customer's requirements addressed to the Provider under Paras 1 and 2 of this Article hereof.
5. The Provider gives a time-unlimited quality guarantee on the translations, which means that the Customer is entitled to claim defects in the delivered translation in an unlimited time period after the delivery of the translation; however, a complaint must be filed without undue delay after the Customer has or with due diligence could have learned about the reason for complaint.
6. If, under the contract or other written agreement with the Customer, the Provider is unable to retain source and target texts and for this reason would not have them available at the time of a complaint, if any, the Customer will not be able to make a complaint.
7. A complaint must always be made in writing, it must explain the reason for the complaint and describe the defects claimed and the claim made by the Customer.
8. If the Provider accepts the Customer's complaint, in the event of a translation, the Provider shall ensure remedy at own expense. If it is not possible to revise the translation in a particular case, or the Customer refuses the revision offered, the Customer is entitled to a reasonable discount on the price of the supply. The amount of the discount will be agreed between the Provider and the Customer.
9. If there is a dispute between the Customer and the Provider concerning the legitimacy of the claims made by the Customer under the liability for defects as specified above, the Customer and the Provider undertake to resolve such dispute, if any, preferably by conciliation.
10. If the Parties are unable or unwilling to resolve the dispute in accordance with the previous Article, they may agree to send the disputed text for assessment to an independent expert (preferably a translator registered in the list of experts, interpreters and translators of the Ministry of Justice of the SR) agreed by both Parties. An independent expert will issue an opinion concerning in particular the legitimacy of the claims made.
11. The costs of an expert opinion shall be borne equally by both Parties, ie each Party shall pay to an independent expert half of the total costs before the expert opinion is issued. The expert opinion is binding on both Parties.
12. If the claims made by the Customer prove to be unjustified based on the expert opinion prepared in accordance with the previous Article, the costs of the expert opinion shall be fully borne by the Customer, who shall also waive any further claims under the liability for defects of the supplied service.
13. If the claims made by the Customer prove to be justified based on the expert opinion prepared in accordance with Para 9 of this Article, the costs of the expert opinion shall be fully borne by the Provider, who also undertakes to ensure correction of the translation. If it is not possible to revise the translation in a particular case, or the Customer refuses the revision offered, the Customer is entitled to a reasonable discount on the price of the supply. If the Provider and the Customer fail to agree on the amount of discount, the amount of discount set by the expert opinion shall be binding.
14. The Provider shall be liable for any damage demonstrably caused by defects in the delivered supply, up to the amount of the price for the supply.

Article VIII

Withdrawal from Contract and Indemnification for Damage

1. The Provider is entitled to withdraw from the contract with the Customer for reasons stipulated in the Commercial Code, and also for the reasons below:
 1. If the Customer's property has been declared bankrupt, the Customer has gone into liquidation or restructuring has been permitted;
 2. If the Customer, despite the Provider's written notice, has failed to provide the Provider with the necessary cooperation to duly fulfil the Provider's obligation arising from the contractual relationship between the Customer and the Provider;
 3. If irremovable obstacles prevent the Provider from fulfilling a contractual obligation and/or third parties have failed to provide the Provider with the necessary cooperation to duly fulfil the Provider's contractual obligation;
 4. If the Customer breaches the duty of confidentiality under these TCs or the obligations set out in Article XI Paras 2 to 4 of these TCs;
 5. If the Customer transfers their rights under the contractual relationship between the Customer and the Provider as a whole or in part to third parties without the Provider's prior written consent;
 6. If the authorisation of the Customer that is a legal entity or a natural person - entrepreneur to undertake business activities terminates;
 7. If the Customer that is a natural person dies or is declared dead; or
 8. If the Customer fails to make the required advance payment despite a repeated written request.
9. Withdrawal from the contract must be in writing.
10. By withdrawal from the contract, the contract terminates as of the moment when the expression of will of the Party entitled to withdraw from the contract is delivered to the other Party. Withdrawal from the contract does not have a retroactive effect. Withdrawal from the contract by the Provider does not affect the Provider's entitlement to damages resulting from the breach of a contractual obligation by the Customer.
11. Upon withdrawal from the contract, the Customer shall bear all the costs incurred by the Provider for the purpose of performance of the subject matter of the contractual relationship between the Customer and the Provider up to the effective date of the withdrawal from the contract in the amount according to the agreed prices.
12. If the Customer withdraws from the contract, in addition to the reimbursement of the costs above, the Provider shall also be entitled to receive a flat-rate compensation:
 1. **If the supply concerns the provision of translation services**, in the amount of 20% of the price of the ordered service;
 2. **If the supply concerns the provision of interpreting services**, in the amount of 50% of the price of the ordered service provided that the Customer's written notice of cancellation of the Order was delivered to the Provider at least 24 hours before the agreed Delivery date and 100% of the price of the ordered service provided that the Customer's written notice of the cancellation of the Order was delivered to the Provider less than 24 hours before the agreed Delivery date.
3. If the Customer demonstrably incurs damage due to the Provider's fault, the Provider undertakes to indemnify the Customer for damage up to the total price for the supply.
4. The Customer is not entitled to claim damages from the Provider if the damage is a result of circumstances that could not have been foreseen or prevented, not even when exercising due professional care and/or it is a result of force majeure.
5. The Customer undertakes that in the event of the infringement of copyright or other intellectual property rights of third parties in connection with the performance of the contractual relationship between the Customer and the Provider, as a result of which the Provider may be liable to any sanctions and/or any third party claims may be brought against the Provider, the Customer shall pay these sanctions and/or satisfy the claims in full.

6. The Customer shall notify the Provider of any intention to use the translated content for presentation or press purposes and order the Revision of the translation and the related Proofreading. Otherwise, the Customer acknowledges that they are not entitled to the settlement of damages as regards errors that might be removed by the Revision and Proofreading.

Article IX **Duty of Confidentiality**

1. The Provider's obligation as specified below in this Article only applies if no separate confidentiality agreement has been or will be signed between the Customer and the Provider, regardless of the current or future designation thereof.
2. The Provider shall keep confidential vis-à-vis third parties any information concerning:
 1. The Customer, which the Provider has learnt during the contractual relationship between the Provider and the Customer;
 2. The Customer's clients, contractors and partners, of which the Provider has learnt during the contractual relationship between the Provider and the Customer; and/or
 3. The content of the source texts and completed translations or interpreting.
4. The duty of confidentiality does not apply to any data that demonstrably meets at least one of the following characteristics:
 1. It is publicly known or publicly available before being provided;
 2. The data must be provided to a third party under an obligation stipulated by a generally binding regulation or decision and/or measure of a public authority or public administration, which imposed on the Provider the obligation to disclose such information.
3. The Provider shall make its External Suppliers subject to the duty of confidentiality equal to that specified in Para 2 of this Article.
4. The duty of confidentiality does not apply to the Provider, if the disclosure of information is necessary for the purpose of providing the ordered service.

Article X **Personal Data**

1. The Customer acknowledges that by entering into this contract the Provider is legally authorised to process personal data necessary for the performance of the contract to which the Customer is a party or to take steps at the request of the data subject prior to entering into the contract as stipulated in Article 6 (1) (b) of Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter the "Regulation") and in Article 13 (1) (b) of Act No. 18/2018 Coll. on personal data protection and on amendments to certain laws, as amended (hereinafter the "Personal Data Protection Act").
2. The controller processes the personal data of a data subject in accordance with the Personal Data Processing and Protection Policy published on <https://www.LEXIKA.sk/en/about-us/personal-data/>, which details the purpose and legal basis for personal data processing, categories of personal data being processed and the data subject's rights.

Article XI **Special Provisions**

1. The Provider is also authorised to commission third parties to execute the supply and/or complete the Delivery.
2. Without the Provider's prior written consent, the Customer is not authorised to contact in any way the Provider's External Suppliers commissioned to execute the supply and/or complete the Provider's Delivery.

3. If the Customer contacts the External Supplier commissioned to make a translation and/or provide interpreting services with the Provider's prior written consent, the Customer undertakes not to discuss the business terms of the Delivery with the External Supplier.
4. The Customer expressly undertakes to notify the Provider without delay of any new agreement with the External Supplier commissioned to make a translation and/or provide interpreting services and of any attempt by such External Supplier to contact the Customer.
5. The Provider is authorised to transfer its rights under the contractual relationship between the Customer and the Provider as a whole or in part to third parties including without the Customer's consent. The Customer is authorised to do so solely with the Provider's prior written consent.
6. The Customer undertakes to keep confidential the trade secret and information learnt in relation to the contractual relationship with the Provider. The Customer is not authorised to use the trade secret and information obtained from the Provider as part of the contractual relationship for its own benefit or that of third parties.
7. In the event of a breach of obligations under this Article, the Customer shall pay the Provider a contractual penalty of EUR 1,000 (in words: one thousand euros) for each individual case of breach, regardless whether the Delivery is executed or not. Such contractual penalty is due upon the lapse of the third day from the day of breach of the obligation giving rise to the claim for a contractual penalty, without an obligation to send a further notice to the Customer.
8. The application of the provisions on the contractual penalty does not affect the Provider's right to the settlement of damages as regards the breach of the contractual obligation subject to the contractual penalty. In addition to the agreed contractual penalty, the Provider is also entitled to claim damages caused by action and/or omission of the Customer, and is also entitled to claim damages in an amount exceeding the liquidated damages.

Article XII

Final Provisions

1. The contractual relationship between the Customer and the Provider may only deviate from these TCs based on a written agreement between the Customer and the Provider.
2. These TCs and legal relations established between the Customer and the Provider are governed by Slovak law, primarily the Commercial Code. This represents the choice of law of the Parties.
3. The Customer and the Provider have agreed to enter into a contractual relationship governed by these TCs under the applicable provisions of the Commercial Code and in accordance with Section 262 of the Commercial Code the Parties declare that this paragraph comprises their agreement on the choice of law in the required written form. The entire contractual relationship between the Customer and the Provider, including all liability relations, except for relations in which the Customer acts as a customer under effective legal regulations, shall be governed by applicable provisions of the Commercial Code.
4. In the event of disputes the Slovak language shall be decisive, even when resolving disputes with a foreign element.
5. The Provider is authorised unilaterally amend these TCs at any time. The Provider shall communicate such amendment to the TCs to the Customer, who will be bound by such amendment, unless the Customer states in writing that they disagree with such change within three (3) days of the receipt of a notice of the amendment. If the Customer expresses disagreement with the amendment as specified above, unchanged provisions of these TCs shall apply. The obligation to notify the Customer of amendment to these TCs is deemed fulfilled on the date of publishing a notice of amendment thereof or the new wording of the TCs on the Provider's website.
6. If any of the provisions of these TCs are found to be invalid and/or ineffective as a whole or in part, or become invalid and/or ineffective at a later time, this will not affect the validity and/or effect of the remaining provisions of the TCs or the executed contract. If legally permitted, a provision closest to the meaning of invalid provisions will be used instead of the invalid and/or ineffective provisions and to fill gaps.
7. These TCs are binding on both Parties and form an integral part of the Order confirmed by both Parties.

8. The Customer declares and confirms that they have familiarised themselves sufficiently and with due care with the content of these TCs and have raised all comments to the content hereof. The wording of the contract and these TCs is the result of mutual negotiations and the will of both Parties. The Customer confirms and declares that the Customer enters into the contractual relationship with the Provider voluntarily, realising the rights and obligations arising for the Customer under the executed contract and that none of the provisions of the executed contract and/or these TCs is deemed unreasonable or invalid due to a conflict, if any, with law, fair business relations or good morals.
9. These TCs are valid as of the date of their publication on the Provider's website, ie 5 April 2019.
10. This wording of the TCs applies to all contractual relationships entered into between the Customer and the Provider after 5 April 2019.

In Bratislava on 1 April 2019

m.p.

PaedDr. Margita Kmeťová

Executive