

In order to ensure you receive the highest quality services, we have established some rules to regulate how our office as well as our translators and copywriters work.

TERMS AND CONDITIONS

OF TRANSLATION AND CREATIVE SERVICES

PERFORMED BY BLACKBIRD GROUP SP. Z O.O.

GENERAL PROVISIONS AND DEFINITIONS

§ 1

1. **Blackbird Group Sp. z o.o.**, hereinafter also as the **Blackbird Agency** or the **Contractor**, shall in these Terms and Conditions mean Blackbird Group Spółka z ograniczoną odpowiedzialnością (limited liability company) having its registered office in Warsaw at: ul. Krakowskie Przedmieście 67/11, 00-071 Warsaw, Statistical Identification Number (REGON) 142959445, Tax Identification Number (NIP) 5252507793, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Business Division of the National Court Register, with number KRS 0000387790.
2. When the Client commissions the Blackbird Agency to perform a translation, this shall mean that the Client has read these Terms and Conditions, accepts their provisions in full as well as accepts the principles of cooperation specified herein, including in particular the costs of translation, the deadline for its completion and the payment deadline for the completed service.
3. These Terms and Conditions shall not apply to any individual agreements concerning the principles of cooperation that may be entered into in writing between Blackbird Group Sp. z o.o. and the Client.
4. **The Client** shall in these Terms and Conditions mean a company, an institution, a natural person or any other entity that commissions the Blackbird Agency to perform translation services specified herein.
5. **TRANSLATION SERVICES:**
 - 5.1. **A standard translation** shall mean translation of texts used for internal company use – when the company commissioning translation wishes to understand the information contained in a document written in a foreign language and does not intend to publish such a document or present it to its clients. The translator shall work for approximately 45 minutes on each page, with the focus on conveying the essence of the text in the target language. Standard translations are also commissioned to function as the starting point for further work to be performed by the Client's marketing, technical or legal department. Standard translations may be performed as regular or express services.
 - 5.2. **A premium translation** shall mean translation of texts that are to represent the company outside – connected with the work on brochures, websites, contracts, etc. The translator shall devote approximately one hour and a half to work on each page of the text. First, the translator shall recreate the text's meaning in the target language and then he/she shall concentrate on refining the text – in order to adjust its style to suit the company's specific profile, verify any specialist vocabulary and check its coherence. Such a text shall be verified by a native speaker of the given language and then ready for distribution. Premium translations are performed as regular services. The expected time for service completion is extended by approximately 2 days necessary to work on the stylistic aspects (depending on the volume).
 - 5.3. **A translation project** – complex translation jobs consisting of, for instance, translating numerous documents into several languages, and involving cooperation with various employees of the given company, apart from the translation work itself require also comprehensive control by a Project Manager who is responsible for overseeing the project, coordinating the work of the team of translators and the information flow between the Client's employees. This service consists in a complete outsourcing of the project to the Blackbird Agency.

- 5.4. A **sworn translation** consists of translating texts used for legal purposes, including documents to be submitted to offices, courts and in business contacts; such texts are translated by a sworn translator entered in the register of sworn translators kept by the Polish Minister of Justice. Every page of translated text is certified with the translator's official stamp and the translator is legally bound to present a translation that is correct and consistent with the source document.
- 5.5. A **glossary** shall mean a dictionary with specialist terminology recurring in the texts of the given Client. We pick out specialist vocabulary and phrases from sample corporate documents in order to compile an appropriate terminology database for the given company. Using a glossary ensures that the texts translated by various persons, including both external and in-house translators, remain coherent.
6. **CREATIVE SERVICES:**
- 6.1. **Transcreation** is a service (process) consisting of creative translation of a text into a foreign language – in order to create a text which will be perceived as natural in the target language and at the same time it will retain the functions of the source text. A text after the transcreation process may vary significantly from the source text – certain phrases or sentences may be ordered differently or entirely deleted. All such treatments are aimed at retaining the source text's effectiveness in conveying its message, its linguistic correctness and an appropriate cultural context in a new environment.
- 6.2. **Copywriting** is a service consisting of writing creative texts for websites, offers, advertising brochures, etc. Our copywriters and native speakers of the selected language will work together to create an effective and attractive text in the language chosen by the Client.

ORDERING A TRANSLATION OR CREATIVE WORK

§ 2

1. In order to receive a quote for a translation or a creative work please contact the office by filling in the contact form available at the Contractor's website (www.hello-blackbird.com), or by sending an e-mail (agency@hello-blackbird.com) or a fax to (+ 48 22 828 15 01).
2. The Blackbird Agency shall send its quote to the e-mail address or fax number indicated by the Client.
3. Ordering services referred to in point 1 above after receiving a quote from the Contractor, as referred to in point 2 above, shall mean that the Client has accepted such quote.
4. The Blackbird Agency shall confirm that it accepts the order in writing (by e-mail or fax). Upon the written confirmation of the order by the Blackbird Agency a contract between the Client and the Blackbird Agency is concluded. The Blackbird Agency is under no obligation to accept every order it receives and it shall notify the Client if it does not accept any particular job.

§ 3

1. As a result of having accepted the order, the Contractor undertakes to perform the commissioned services referred to in these Terms and Conditions for remuneration. Such services may consist in translating documents or other materials.
2. Translation services may consist in sworn or non-certified translation, depending on the contents of the order. Translation services are offered for all language pairs from the groups of languages listed in point 3 below.
3. Foreign languages in which the Contractor offers its services are divided as follows:
 - 3.1. English, French, German, Russian; Polish
 - 3.2. other European languages and Latin; Polish
 - 3.3. non-European languages using Latin script; Polish
 - 3.4. non-European languages using non-Latin script or ideograms; Polish.
4. The Contractor shall perform any commissioned services with due diligence that follows from the professional profile of its business activity, and observing the deadlines agreed upon with the Client.
5. Any commissioned translation services shall be performed by qualified and experienced translators.

OBLIGATION TO COOPERATE ON ORDER COMPLETION

§ 4

1. Before the work on a translation or other services referred to herein is initiated, the Client shall provide the Contractor with all information necessary to perform the commissioned service in a proper manner, including in particular any information on the form of translation or creative work (storage device, format,

- number of copies), and shall also inform the Contractor about the planned purpose of such translation or creative work, the form in which they are to be used and the expected form in which they should be performed.
2. The Client should provide the Contractor with a source text to be translated or translated in a creative manner that is correct in its substance and linguistic form, as well as with any additional documents (such as photos, drawings, sector-specific vocabulary in the form of a dictionary) necessary to properly perform the commissioned work. Such materials should be delivered to the Contractor's office by traditional postal service, in the form of e-mail attachments, by fax or in person.
 3. In the case of a translation or creative work that includes specialist vocabulary or requires specialist proofreading, the Client shall, upon the Contractor's request, provide the person performing such translation or creative work with the possibility of consulting with a competent person in order to clarify any doubts as to the subject matter or terminology of the text.

CONFIDENTIALITY

§ 5

1. The Contractor shall keep confidential any information received from the Client in relation to the order, and in particular shall not disclose such information to any third parties.
2. The Contractor shall make every effort to ensure that the information referred to in point 1 above is kept confidential also by the third persons who assist in the performance of the order or whom the Contractor commissions with performance of the order. However, the Contractor shall not be responsible for any breach of confidentiality as specified in this point by any third persons who assist in the performance of the order or whom the Contractor commissions with performance of the order.

TRANSLATION

§ 6

1. The price of non-sworn translations shall be calculated based on the number of pages of the source text.
2. The price of sworn translations shall be calculated based on the number of pages of the target text.
3. A standard page shall contain 1600 characters with spaces. In the case of sworn translations a standard page shall contain 1125 characters with spaces.
4. The standard page is the smallest unit used for service settlement. A translation including fewer characters than the number indicated in point 3 above shall be for settlement purposes treated as one full standard page.
5. The price of translation projects and glossaries, due to the nature of work these require, shall not be calculated based on the number of standard pages. The price of such services shall be calculated individually, after finding out how complex the project is and making preliminary arrangements with the Client.

§ 7

1. Translations are performed as normal or express services. If the speed of translation is not indicated by the Client and is not specifically agreed upon, translations are performed as normal services.
2. A normal translation service shall consist in translating up to 10 standard pages per day.
3. The time for completion of an order submitted to be performed as a regular service shall not include the day on which such order is placed and the day on which it is delivered.
4. The time for completing a translation job commissioned as a regular service shall not include any Saturdays, Sundays and other statutory holidays.
5. An express translation service shall include translations commissioned on Friday to be completed by Monday, translations of large amounts of text, translations of more than 10 pages per day and translations to be performed for the next day.
6. The time for completing a translation job commissioned as an express service shall include Saturdays and Sundays but shall not include other statutory holidays.
7. If requested by the Client, the text can be for additional remuneration proofread and edited by a native speaker of the given language, or modified and corrected by a copywriter.
8. The Contractor shall be entitled to divide a translation job between two or more translators.

§ 8

1. When the translation is completed, the Contractor shall deliver such completed translation in a manner chosen by the Contractor, unless the Client has indicated the mode of delivering the text when placing the order.
2. Delivering the text to the Client's office in person or via courier service shall be subject to additional remuneration.
3. The Contractor shall make every effort to complete the order before the deadline. Should such deadline be missed, the Contractor shall be liable for any damages caused to the Client only if such damages are the result of Contractor's wilful conduct or gross negligence.

CREATIVE SERVICES

§9

1. The price of transcreation and copywriting services, due to the nature of work these require, shall not be calculated based on the number of standard pages. The price of such services shall be calculated individually, after finding out how complex the project is and making preliminary arrangements with the Client.
2. The provisions of Article 6 and 7 hereof shall not apply to transcreation and copywriting services and the time limits for completion of such services shall be agreed upon with the Client individually.
3. The number of variants of texts to be prepared by the Blackbird Agency for remuneration established with the Client on a case-by-case basis, as specified in point 1 above, shall be agreed upon with the Client individually in relation to each order.
4. Other provisions of these Terms and Conditions shall apply to transcreation and copywriting services accordingly.

DELIVERY OF TRANSLATION OR CREATIVE WORK

§ 10

1. After a translation or creative work has been delivered, as specified in Article 8 above, the Contractor shall wait for 7 days for any comments to such translation or completed creative work, or for their approval. After receiving the above-mentioned comments within the time limit specified in this provision, the Contractor shall respond to such comments in writing or, if the Contractor accepts the comments, shall amend the delivered translation or creative work within (7) days.
2. If the Client has not issued any comments and has not expressed his approval to the completed translation or creative work within 7 days from the date of delivery of such translation or creative work, such translation or such completed creative work shall be deemed as approved by the Client.

COPYRIGHT

§ 11

1. If the completed translation or creative work is a work within the meaning of the Polish Act of 4 February 1994 on copyright and related rights (Dz.U.2006.90.631 consolidated text), the Contractor declares that he shall pass the author's economic rights to such work on to the Client, including the title to the copy, together with the right to exercise any related rights to such work. The Client shall acquire the author's economic rights to the completed translation or creative work upon the payment of all amounts due to the Contractor for the completion of such services.
2. As long as the amounts referred to in the previous point are not paid in full, all rights to the completed services shall remain the sole property of the Contractor.
3. Should the author's economic rights and related rights referred to in point 1 above be passed on to the Client, the Client shall be entitled to use and distribute the work and its compilations without any time or territorial limitations within the following fields of use:
 - 3.1. fixing and reproduction of the work, production of copies of a piece of work with the use of any technology, including printing, reprographics, magnetic fixing and digital technology – within the scope of the purpose for which the translation or creative work has been commissioned;
 - 3.2. marketing, letting for use or rental of the original or copies of the work – within the scope of the purpose for which the translation or creative work has been commissioned;

- 3.3. public performance, exhibition, screening, presentation and broadcast as well as rebroadcast, and making the work publicly available in a manner enabling anyone to access it in a selected place and time – within the scope of the purpose for which the translation or creative work has been commissioned.
4. In the case of translations or creative works to be published in publications distributed for payment (or in any other paid form), the Contractor reserves the right to negotiate an additional payment for the transfer of author's economic rights.

REMUNERATION

§ 12

5. For the completion of the commissioned translation or creative work the Client shall pay the remuneration, plus the amount of goods and services tax applicable at the time. Such remuneration shall be paid based on the VAT invoice issued by the Contractor after the service is completed. The Client shall pay the remuneration to the bank account of the Contractor within the time limit specified on the issued invoice.
6. In the case of the first order, an advance payment is requested before the work on the commissioned service is commenced, in the amount of 50 per cent of the estimated costs of such translation or creative work.
7. For subsequent orders, if the estimated value of the order exceeds PLN 10,000 net, the Client shall make an advance payment in the amount of 30 per cent of the order's estimated costs.
8. In the case of orders with the value of more than PLN 20,000 net, the Contractor has the right to request a higher advance payment.
9. The advance payment shall constitute part of the remuneration for the order. The Client shall make the advance payment based on the VAT invoices issued by the Contractor. Such advance payment shall be subtracted from the final invoice amount.
10. The Client, apart from the payment of remuneration, shall cover any costs necessary for proper completion of the order as agreed upon with the Contractor, including in particular the costs of delivery of the translation or the completed creative work, and the costs of bank transfer abroad, if the translation job or the creative work involves such transfer.
11. The Contractor reserves the right to make a separate quote for translation or creative services if these, in his opinion, require the knowledge of specialist vocabulary or specialist editing.

COMPLAINTS

§ 13

1. The Client may notify the Contractor of any shortcomings or defects, including in particular any typographic or spelling mistakes, in the completed translation or creative work within 7 working days from the date on which such translation or creative work has been approved (as referred to in Article 10 above).
2. The shortcomings in the completed translation or creative work should be described in writing or in the form of an e-mail, and the Client should include an explanation consisting in a compilation of the passages translated by the Contractor and juxtaposed with the passages corrected by the Client.
3. If such complaint is accepted by the Contractor, the Contractor shall free of charge correct the defects indicated by the Client within the appropriate time limit agreed upon with the Client.
4. If no complaint is submitted within 7 days from the approval to the translation or the completed creative work, this shall mean that the Client has accepted such translation or the completed creative work without reservation. Any defects in the completed translation or creative work notified by the Client after the lapse of such time limit shall be treated as an order for a separate service, subject to separate quote.
5. Translations performed as express services may not be subject of the complaint procedure specified in this Article. In the case of such translations the risk of any defects present in the translation shall be borne by the Client.
6. Submitting a complaint may not be treated as the basis for refusal to make the payment due for the completed services. Furthermore, submitting a complaint shall not affect the amount of payment, nor the payment deadline.

LIABILITY

§ 14

1. The Contractor shall not be liable for any damages resulting from non-performance or improper performance of services if such non-performance or improper performance results from any circumstances

- for which the Contractor may not be held liable. The Contractor shall not be liable for any damages resulting from force majeure, solely due to the fault of the aggrieved party or any third party for whom the Contractor is not liable and whose actions he could not have prevented (i.e. such as computer equipment failures, failure of Internet and phone connections, power outages, delays as a result of delayed courier services, damage done to documents by companies performing postal services, etc.).
2. The Contractor shall not be liable for any damages caused by non-performance by the Client of his obligations specified in Article 4 hereof, including in particular any damages caused by defects of the source text, as well as resulting from the use of the completed translation or creative work to an end other than the one notified to the Contractor.
 3. The Contractor shall not be liable for any mistakes in the subject matter of translation or creative work if these result from mistakes in the source text.

ORDER CANCELLATION

§ 15

1. The Contractor shall be entitled to withdraw from performance of the commissioned service if the Client does not cooperate in completing such service. In such an event the Client shall pay the expenses incurred for the purpose of completing such order and a part of remuneration corresponding to the value of work already performed.
2. The Client shall be entitled to cancel the order at any moment. In such an event the Client shall pay the remuneration corresponding to the value of work performed up to the moment in which the Contractor receives the order cancellation notice; however, such amount may not be less than 30 % of the total value of such order.
3. The value of work performed in relation to translation services shall be estimated based on the number of standard pages of translation delivered to the Client, according to the provisions of Article 6 above.
4. The value of work performed in relation to translation projects and glossaries, due to the nature of work these require, shall not be calculated based on the number of standard pages. Such services shall be calculated proportionally to the work performed, according to the provisions of Article 6 above.
5. The value of work performed in relation to creative services, due to the nature of work these require, shall not be calculated based on the number of standard pages. Such services shall be calculated proportionally to the work performed, according to the provisions of Article 9 above.
6. Cancellation of an order by the Client shall be effective only if it is made in writing and shall otherwise be null and void. Such notice has to be delivered to the Contractor's office in person by the Client or by any persons authorised by the Client, or by traditional postal service, courier service, via e-mail or fax.
7. Cancellation of an order referred to in point 4 above should be delivered to the Contractor from Monday to Friday, between 10.00 am and 06.00 pm. If these hours are not observed, such cancellation shall be effective from the next working day.
8. The Contractor shall not be liable for any delays in the delivery of notices referred to in points 4 and 5 above if these result from disturbances in telecommunications connections or from delayed performance of postal or courier services.

FINAL PROVISIONS

§ 16

1. These general terms and conditions of services performed by Blackbird Group Sp. z o.o. shall enter in force on *15 October 2014*, that is on the day they are published on the Contractor's website.
2. Blackbird Group Sp. z o.o. reserves the right to amend these Terms and Conditions. The valid Terms and Conditions are published on the Contractor's website and shall be available at the Contractor's office, with the date from which they are effective given.
3. To matters not regulated by these Terms and Conditions the provisions of the Polish Act of 23 April 1964 'The Civil Code' (Dz.U.2014.121 consolidated text) shall apply, as well as the provisions of the Polish Act of 4 February 1994 on copyright and related rights (Dz.U.2006.90.631 consolidated text).
4. Invalidity of any provisions hereof, if declared in a binding court decision, shall not affect the validity of any other provisions hereof. In such an event, the Parties shall replace such provisions with other valid provisions.

5. In the case of any disputes concerning the performance of translation or creative services such disputes shall be settled by both parties through negotiations, in an amicable atmosphere and based on partnership principles.
6. Any disputes that are not settled through amicable negotiations shall be resolved by the court having jurisdiction over the registered office of the Contractor.
7. In the case of any discrepancies between the Polish and English versions of these terms and conditions, the Polish version shall be the binding one.