

Regulations of Alingua Audio & Content Services

§ 1 General Provisions

1. These Terms and Conditions (hereinafter referred to as: "**Terms and Conditions**") shall define the rules for provision of services to Customers by ALINGUA SP. Z O.O. with the registered office in Kraków, ul. Szlak 10/5, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków Śródmieście, XI Economic Division of the National Court Register, under KRS number 0000358493, REGON: 121174278, NIP: 6762426723, with the share capital of PLN 5000.00, e-mail address: kontakt@alingua.pl, tel. +48 884 004 934 (hereinafter: "**Alingua**")
2. The Alingua office is open on working days, from Monday to Friday, excluding public holidays, from 8:00 am to 5:00 pm. Any statements and information that Alingua receives after 4.30 pm will be deemed to have been received on the next business day.
3. Alingua provides the following services:
 - 1) copywriting;
 - 2) voice over recordings
 - 3) audiobook recordings;
 - 4) film transcriptions and subtitle translation;
 - 5) translation;
 - 6) text proofreading and editing.
4. Alingua may agree an individual range of services with the Customer.
5. Alingua performs the services to the Customers on the basis of the Contract and under these Terms and Conditions.
6. Alingua and the Customer may agree on the terms and conditions of cooperation on an individual basis, in writing, including electronically, in particular if the Customer intends to enter into long-term cooperation with Alingua.

§ 2 Definitions

ALINGUA SP. Z O.O. based in Kraków, at ul. Szlak 10/5, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków - Śródmieście, 11th Commercial Division of the National Court Register under the number KRS 0000358493, REGON: 121174278, NIP: 6762426723, share capital of PLN **5,000.00**, e-mail address: kontakt@alingua.pl, tel. +48 884 004 934.

Customer - a consumer, entrepreneur or other organisational entity

Website - the document made available via the Internet at <https://audio-content.alingua.pl/>, through which Alingua provides services to the Customer and through which Alingua enters into Contracts with Customers.

Contract - a remote contract between the Customer and Alingua for the provision of services

Order - the declaration of intent by the Customer to accept the Contract.

§ 3

Placing and receiving orders

1. Documents for the provision of services are sent to Alingua in electronic form, at the following email address: kontakt@alingua.pl, as an attachment, or delivered in person, sent by post or courier to the premises of Alingua.
2. By accepting the Terms and Conditions, the Customer agrees to protect the content being sent to Alingua from malware.
3. The conclusion of a Contract between Alingua and the Customer requires the following actions:
 - 1) the Customer submitting an Enquiry containing the complete set of information described in item 4 below,
 - 2) Alingua's reply to the Customer containing the terms and conditions of the Contract,
 - 3) the Customer's acceptance of the terms and conditions of the Contract,
 - 4) Alingua's confirmation of acceptance of the Order.
4. The Customer's Enquiry shall include, in particular:
 - 1) a file attached to the email or otherwise provided to Alingua, containing a description of the service to be commissioned to Alingua,
 - 2) the language in which the Order is to be processed,
 - 3) expected date of service completion,
 - 4) an e-mail address to contact the Customer,
 - 5) a telephone number to contact the Customer,
 - 6) for services which result in the production of a specific document, the method of delivery of that document to the Customer.
5. If the Customer's request makes it possible for Alingua to provide the terms and conditions of the Contract, Alingua shall send them to the e-mail address that the Customer has indicated.
6. When providing the terms and conditions of the Contract, Alingua may request that the Customer make a full down payment, an advance payment or a deposit in order to enter into the Contract.
7. For translations that are particularly difficult and require specialised industry knowledge, the Customer shall provide Alingua with sources of specialised vocabulary and arrange for consultation with a Customer representative.
8. Once the Customer has received the terms and conditions of the Contract, the Customer may notify Alingua of acceptance of these terms and conditions by e-mail, which shall be deemed to constitute placing an Order. An Order shall be deemed to have been placed when Alingua has received an e-mail from the Customer in which the Customer accepts the terms and conditions.
9. The email containing the terms and conditions of the Contract may specify the date on which they are binding on Alingua.

10. An order shall be deemed to be effective if it is placed before the expiry of the deadline, and, where the terms and conditions of the Contract state that a prepayment, advance or deposit is required, when Alingua has credited the sum of money specified in the terms and conditions of the Contract or has received confirmation of payment from the Customer.
11. If the Customer does not confirm the terms of the Contract within 24 hours, unless otherwise agreed with the Customer, Alingua may refuse to accept the Order on the terms and conditions provided to the Customer.
12. Once the Customer has confirmed the Order, Alingua shall send the Customer a confirmation of the Order, together with an Order number, which shall be deemed to be confirmation of the Contract between Alingua and the Customer in accordance with the Terms and Conditions.
13. If the Terms and Conditions stipulate that a prepayment, advance or deposit must be made by the Customer and Alingua sends an Order confirmation even though it has not received such a payment, the Contract shall be deemed to have been concluded when Alingua has received the full amount indicated in the terms and conditions.
14. The Customer may submit an Enquiry by using the Order form at <https://audio-content.alingua.pl/>, by email to the following email address: kontakt@alingua.pl, by post to Alingua's registered office address or by submitting it in person at Alingua's registered office.
15. In the event that the initial message from the Customer does not contain all the information necessary for Alingua to effectively present the terms and conditions of the Contract, Alingua may request that this information be supplemented. Any subsequent messages from the Customer containing this information will be deemed complete once Alingua has received all the data needed to provide the terms and conditions of the Contract.
16. On the basis of the information and documents received from the Customer, Alingua shall prepare an offer to the Customer for the conclusion of an Contract, which shall include, in particular, a quotation and a deadline for Alingua's services.

§ 4

Performance of the Contract by Alingua

1. Where the deadline for performance of the Contract is specified in days, this is to be understood as working days.
2. The number of days stipulated in the Terms and Conditions of the Contract for the performance of the Order does not include the day on which the Order is accepted.
3. Saturdays, Sundays, and public holidays are not counted as deadlines for the execution of the Order.
4. Detailed information on the terms and costs of processing the Order under a given option shall be communicated when the terms and conditions of the Contract are provided.
5. The service may be provided to the Customer:
 - 1) by e-mail, to the address provided by the Customer;
 - 2) by traditional mail (by regular or priority registered mail);
 - 3) by courier;

- 4) in person at Alingua's registered office, at the agreed time, during Alingua's working hours.
6. If a document resulting from the performance of the Contract is sent by post or courier, the day on which the Customer accesses the text in electronic form is the day on which Alingua has performed the Contract.
7. The possibility of sending documents by courier is limited to carriers with which Alingua cooperates.
8. The method of delivery of the documents to the Customer shall be indicated by the Customer. If no method of delivery is indicated, it is understood that Alingua may deliver the documents by email, courier or post.
9. It is prohibited for the Customer to deliver any unlawful content.
10. All content that the Customer provides to Alingua shall be protected against unauthorised access by third parties.
11. The documents to be translated shall be handed over to the Customer upon receipt of the translation. If, for any reason, the Customer fails to collect the documents on which the translation is based, the retention period for the documents, including those containing personal data that Alingua has collected in connection with the translation, shall be 4 years from the end of the calendar year in which the data was collected. After the expiry of this period, the personal data shall be deleted unless further processing is necessary for the protection of Alingua's rights or the assertion of claims or is the result of another legal obligation.
12. If the Customer delivers a non-editable file (photo or pdf file), the free service includes the processing of files in Microsoft Word format, without preserving the layout.
13. If the Customer wishes to receive a file with the same exact layout, they will receive an individual quotation for the DTP service.

§ 5

Remuneration and total costs of the Contract

1. The Customer shall pay the fee by bank transfer to the bank number stated on the VAT invoice or in the email.
2. All material and personal copyrights shall remain the property of Alingua until the Customer has paid in full. Upon payment, the Customer acquires the economic copyright to the subject matter of the Order.

§ 6

Withdrawal from the Contract

1. Pursuant to the Terms and Conditions, the Customer shall not have the right to withdraw from a Contract for the provision of services which has been entered into off-premises or remotely, if Alingua has performed the service in full with the express consent of the Customer who has been informed prior to the beginning of the service that after Alingua's service has been provided, the Customer will lose the right to withdraw from the Contract.
2. Pursuant to the Terms and Conditions, the right of withdrawal is likewise not available to a trader in the rights of a consumer in relation to a Contract for the supply of digital content

which is not recorded on a material medium, if the performance has begun with the express consent of such Customer, before the expiry of the deadline for withdrawal from the Contract and after Alingua has informed the Customer of the loss of the right of withdrawal.

3. Under the conditions set out in the Terms and Conditions, the Customer may withdraw from the Contract:
 - 1) by sending a statement of withdrawal from the Contract by post to the address of Alingua's premises;
 - 2) by sending a statement of withdrawal from the Contract by e-mail to: kontakt@alingua.pl.
 - 3) In order to comply with the withdrawal period, it is sufficient to send the statement before the expiry of the withdrawal period.
4. If the Customer submits the declaration of withdrawal electronically, Alingua will send the Customer confirmation of receipt of the notice of withdrawal in a return e-mail without delay.
5. If the Customer has made a declaration of withdrawal from the Contract under the conditions set out in the Terms and Conditions, the Contract shall be deemed not to have been concluded.
6. If the Customer has made a declaration of withdrawal before Alingua has confirmed acceptance of the Order and conclusion of the Contract, the offer covered by the Order shall no longer be binding.
7. Alingua is obliged to reimburse all payments made by the Customer without delay, but no later than within 14 days of receipt of the Customer's declaration of withdrawal from the Contract.
8. Alingua shall refund the payment using the same method of payment that the Customer used, unless the Customer and Alingua have agreed on a different method of refund that does not involve any costs for the Customer or it is not possible or highly difficult to make the refund via the original method.

§ 7

Complaints

1. The time limit for making a complaint is set by common law.
2. Complaints regarding the services provided by Alingua to Customers must be made in writing, to the address of Alingua's registered office premises, or electronically to the following email address: kontakt@alingua.pl.
3. The complaint shall contain at least a brief description of the defect reported, the circumstances (including the date) of its occurrence, the Customer's identification data (including their contact details) and the Customer's claim in connection with the reported defect.
4. Alingua shall respond to the complaint request immediately, no later than within 14 days of receiving the complaint. If Alingua does not respond to the Customer's complaint request within 14 days of receiving it, Alingua shall be deemed to have acknowledged the Customer's claim as justified.

§ 8

Out-of-court methods for resolving consumer complaints

1. Detailed information on the Customer's possibility to use out-of-court procedures for handling complaints and pursuing claims, as well as the rules of access to these procedures, are available at the offices and websites of district (city) consumer ombudsmen, social organisations whose statutory tasks include protecting consumers, Provincial Commercial Inspection Inspectorates and at the website addresses of the Office of Competition and Consumer Protection.
2. At <https://ec.europa.eu/consumers/odr>, the Customer has access to settling consumer disputes electronically via the EU online platform (ODR platform). The ODR platform is a multilingual, interactive website for consumers and businesses who seek out-of-court settlement of disputes arising from the conclusion of remote sales or service contracts.
3. Disputes between Alingua and the Consumer over the provision of services by Alingua may be resolved amicably, e.g. through the following proceedings:
 - 1) for out-of-court resolution of consumer disputes, which is initiated at the request of the provincial inspector of the Commercial Inspection competent for Alingua's business location, pursuant to Article 36 of the Act of 15 December 2000 on the Commercial Inspection (i.e. Journal of Laws of 2017, item 1063 as amended) in accordance with the rules set out in the Ordinance of the Prime Minister of 17 May 2017 on the rules of organisation and operation of the Trade Inspection with regard to out-of-court settlement of consumer disputes (Journal of Laws of 2017, item 1014);
 - 2) before permanent arbitration courts at regional inspectors of the Trade Inspection (i.e. Journal of Laws of 2017, item 1063, as amended), under the rules set out in the Regulation of the Minister of Justice of 6 July 2017 on defining the rules of organisation and operation of permanent arbitration courts at regional inspectors of the Trade Inspection (Journal of Laws of 2017, item 1356); a case may be considered by an arbitration court only if both parties to the dispute agree to it.

§ 9

Final provisions

1. The content featured on the Website, in particular advertisements, price lists and other information, is not an offer within the meaning of Articles 66 and 661 of the Civil Code, and shall be treated as an invitation to make an offer.
2. Alingua shall be liable for the non-performance or improper performance of the Contract in accordance with the general rules, unless otherwise stated in the individually concluded Contract between Alingua and the Customer.
3. In the event of a dispute hereunder, the parties shall endeavor to resolve the matter amicably. If no agreement is reached, the dispute shall be resolved through court proceedings according to the jurisdiction established based on the provisions of the Code of Civil Procedure.

4. The law applicable to any dispute arising hereunder is Polish law.
5. The Terms and Conditions may, for auxiliary purposes, be translated into foreign languages. In the case of any discrepancies in the interpretation of the Terms and Conditions presented to the Customer in different language versions, the Polish language version of the Terms and Conditions shall prevail.
6. Amendments to the Terms and Conditions take effect when they are published on the Website.
7. The Terms and Conditions become effective as of 1 June 2022.