

GENERAL TERMS OF USE OF THE SERVICE

www.webinterpret.com

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I/ GENERAL POINTS

1.1. Legal identification

- The Site www.webinterpret.com is Published by the company WEBINTERPRET, a Simplified Joint-Stock Company with company capital of 80,062.80 Euros, whose registered head-office address is CICA, 2229 Route des Crêtes - 06560 VALBONNE SOPHIA ANTIPOLIS, registered with the Grasse Registry of Trade and Commerce under n° 501 216 071 – APE (principal activity) code 6201Z, info@webinterpret.com which also manages the Site's publication through its legal representative.

The Site is hosted by **1&1 Internet SARL**, whose registered head-office address is 7, place de la Gare, 57200 Sarreguemines, www.1and1.fr;

1.2. Personal data policy

- In accordance with the Law dated the 6th January 1978, the collection of data and any processing of this data by the Site must firstly be declared to the French data protection authority (CNIL www.cnil.fr N.B.: declaration in progress). Once registered, this data will be accessible by writing to CNIL, 21 rue Saint Guillaume, 75340 Paris cedex 07, or by sending an e-mail to decweb@cnil.fr.
- The working of this Site may involve the collection of a certain amount of personal data from internet users (Visitors or Interpreter/Site Subscribers). This data is principally collected to ensure the site is correctly displayed on the internet user's screen and for use in producing general visiting statistics. Certain personal data may be collected using "cookie" files saved by the server hosting the Site to the Visitor's hard disk in order to simplify their browsing of the site or produce general visiting statistics for the Site. Although they do not allow the direct identification of internet users, CNIL considers them as personal data. The information collected in this manner is neither divulged nor offered for sale to any third parties except in the most unlikely case that it must be divulged to the judicial authorities to comply with an official legal request. Apart from the billing and payment data, this information is not conserved by WEBINTERPRET. The latter cannot be bound by any obligations, notably concerning security, in regard to this information.
- Furthermore, WEBINTERPRET transfers none of the personal data collected on its Site to non-European Union member countries which do not offer a level of protection equivalent to that in force within the EU. In the unlikely case that such a transfer proves necessary or is considered, WEBINTERPRET shall commit to firstly signing an agreement with the data receiver, under the terms of which the latter commits to protecting the data in accordance with directive 95/46/EC dated the 24th October 1995, transposed into French law by the law dated the 15th July 2004, and to forward this agreement to CNIL.
- Every Site visitor may refuse the saving of these cookies by selecting this option in the toolbar of his/her browser. He/she may do so if he/she wishes. In this case, the ease of browsing, loading of web pages and the running of certain applications may be altered as a result. To disable all cookies, the procedure to follow is as follows:
 - Internet Explorer (Microsoft): On the Tools menu click on Internet Options / Click on the Security tab / Click on the Internet icon / Click on Custom Level / Select Disable in the Cookies section (Twice) / Click on OK (Twice)
 - Netscape Navigator (Netscape): On the Preferences menu, select the Advanced option from the drop-down menu. / Select Disable Cookies / Click on OK
 - Without disabling the cookies in this manner, you can also, when using the Windows operating system, regularly delete the cookies from your computer in the following manner: In the Windows folder open the Cookies folder, / On the Edit menu, click on Select all / On the File menu click on Delete
 - Firefox (Mozilla Foundation): On the Tools menu, select Options from the drop-down menu. / Select click on delete Cookies or click on delete all information/ Click on OK
 - Other operating system we recommend you refer to its help section or contact its publisher, retailer or your IT consultant.
- In accordance with article 39 of law n°78-17 dated the 6th January 1978 relating to information technology, files and liberties, modified by law n°2004-801 dated the 6th August 2004 (art.5), every Visitor or Customer is entitled to access, modify, correct and delete any data on them. If required, these rights may be exercised by contacting WEBINTERPRET: by letter sent to WEBINTERPRET SAS, CICA, 2229 Route des Crêtes - 06560 VALBONNE SOPHIA ANTIPOLIS; or by e-mail by writing to info@webinterpret.com. Requests are processed within a minimum of one month and a maximum of four months.

1.3. Definitions

- **Customer**: any physical person over 18 years of age or artificial person having subscribed to WEBINTERPRET for the organisation and delivery of a multilingual conference service provided by means of Telecommunication, between various Participants and one or more Interpreter(s).
- **Participant**: any physical person selected by the Customer to participate in a Conference and to benefit from the interpretation provided by the Interpreters. N.B. any physical person Customer may select him/herself as a Participant.
- **Interpreter**: any physical person selected by the Customer to interpret the verbal exchanges between the Participants during a Conference. N.B. any physical person Customer may select him/herself as the Interpreter.
- **Introduced Interpreter**: any Interpreter selected by the Customer from a list provided by WEBINTERPRET on the Site according to the terms and conditions detailed in paragraph 3.1.4. of these general terms of use.
- **Services**: all the services provided by the company WEBINTERPRET for Customers and Users as detailed in article III of these general terms of use, notably including the organisation of Conferences, Connection, access to a reserved area on the www.webinterpret.com platform, use of the features of the WebInterpret Solution and, when selected, Introduction.

- **Connection:** process by which WEBINTERPRET uses the WebInterpret Solution and the means of Telecommunication to connect the Users and to enable: 1) the Participants to converse in their own language and to receive the interpretation of the other Participants' remarks provided by the Interpreters and 2) the Interpreters to provide their interpretation to the relevant Participants.
- **WebInterpret Solution:** all the computer hardware and software, for which WEBINTERPRET holds the rights, which are placed at the disposal of the Customers, Participants and Interpreters under the terms of these General Terms of Use of the Services in order to enable the delivery of the Services.
- **Telecommunication:** for the fulfilment of these General Terms of Use of the Services, the term "Telecommunication" refers exclusively to any remote audio transmission, emission or reception via a telephone line or network link meeting the technical requirements detailed in paragraph 3.2.1 of these General Terms of Use.
- **Site:** the website located at the URL address <http://www.webinterpret.com>
- **User:** any Participant or Interpreter
- **Conference:** conversation which takes place between the Participants thanks to the interpretation provided by the Interpreters and the Connection established by WEBINTERPRET.
- **Introduction:** service by means of which WEBINTERPRET places at the disposal of the Customer, who accepts, a list of Interpreters liable, in view of their Experience, to provide all or part of the interpretation required for the Conference. WEBINTERPRET is only involved as an intermediary between the Customer and the Introduced Interpreter: the choice of Interpreter is specifically left to the Customer and the level of compensation is set at the sole discretion of the Introduced Interpreter.

II/ APPLICATION OF THE GENERAL TERMS OF USE OF THE WWW.WEBINTERPRET.COM SERVICES

2.1. General description of the Services and prior information

- Via its platform www.webinterpret.com, the Company WEBINTERPRET provides Services enabling the organisation and holding of remote multilingual conferences using means of Telecommunication. The Customer him/herself must select the Participants and one or more Interpreter(s): Participants may express themselves and receive the Interpreters' interpretation of the remarks made by the other Participants in the language defined by the Customer.
- The Customer must register on the site and notably specify, for each Conference, the number of Users, their names, telephone numbers and e-mail addresses, the language they shall be using during the Conference and the date and time of the Conference.
- On the basis of the information provided by the Customer, WEBINTERPRET shall be able to Connect the selected Users at the agreed date and time by using the numbers/e-mail addresses agreed. The Participants will then be able to converse in their own language and the Interpreters may provide their interpretation.
- Every Customer and User is required to acquaint him/herself with and observe these General Terms of Use of the Services either on registering with the Site or when he/she is selected by the Customer to participate in the Conference, by connecting to the Site as requested by WEBINTERPRET.
- The Services are provided by WEBINTERPRET in return for payment by the Customer and are billed on a per service basis by measuring the number of time units used, calculated according to the elapsed time (in minutes), under the conditions specified in these General Terms of Use.

2.2. Territories

- This Site is accessible from every country in the world which permits the online delivery of multilingual conferences by Interpreters.
- Should this Site, the services it proposes or the manner in which they are proposed be partly or entirely illegal in the eyes of the national laws of the Customer's country of residence, the Customer must refrain from accessing it from this territory or access it from other territories where they are considered to be legal. Any Customers who chooses to access the www.webinterpret.com platform from a territory where it is considered to be totally or partially illegal does so on his/her own initiative and at his/her own risk and must assume the consequences of the implementation of the public orders regulations of his/her country of residence, without attributing liability to WEBINTERPRET.

2.3. Acceptance

- On accessing this Site, all Visitors are subject to these *Terms of Use of the Services*. By concluding the contract according to the contract conclusion methods detailed on the Site and the chosen package, the Visitor becomes a Customer of the Site www.webinterpret.com and a Customer of WEBINTERPRET, throughout the duration of the service for which the contract was concluded and is subject to these *General Terms of Use of the Services*. The Customer acknowledges that he/she has consulted the legal notice featured on the platform www.webinterpret.com during his/her visit.
- By accepting the Connection at the Customer's request, the Visitor becomes a User of the Site www.webinterpret.com throughout the duration of the Service ordered by the Customer and is subject to these *General Conditions of Use of the Services*. The User acknowledges that he/she has consulted the legal notice featured on the platform www.webinterpret.com during his/her visit.

2.4. Modifications

- WEBINTERPRET reserves the right to modify the General Terms of Use of the Services, as required, according to the technical development of the platform www.webinterpret.com and the ways in which the Services are provided, as well as

changes in legislation, at its sole discretion. The use of the Site and the services proposed on it is always subject to the latest version of the General Terms of Use of the Services which are posted on the Site and may be accessed by the public during their use of the Site. Visitors, Customers and Users must consult these General Terms of Use of the Services, which are accessible from both the public part of the site and from the area reserved for Customers and Users, as often as required.

- When using the Services proposed on this Site, the Customers and Users may be subject to guidelines or rules posted on the Site and applicable to the Service proposed on it, which might contain terms and conditions which are added to these General Terms of Use of the Services. All these guidelines or rules are then deemed to be incorporated by reference into these General Terms of Use of the Services.

2.5. Breach

- Failure to comply with one or other of the stipulations of these General Conditions of Use of the Services results in the automatic repeal of the authorisation to use this Site and the Services which are proposed on it. Any breach of these General Terms of Use of the Services entitles WEBINTERPRET to subsequently refuse to deliver any services to the party responsible for the breach in question, without it being possible for this to be used as grounds to invoke WEBINTERPRET's liability.

2.6. Legal exception to the retraction period included in article L121-20 of the Consumer Code

- In accordance with Article L121-20-2 of the Consumer Code, the Customer specifically acknowledges that the service contract takes effect as of confirmation of any order and/or subscription. Therefore, the right to retraction provided for in article L.121-20 of the same code cannot apply to the receipt of the services proposed by the Site www.webinterpret.com given that the actual delivery of the services provided on the Site begins from the moment the Customer registers on the aforementioned site, as soon as any service has been ordered: this inevitably occurs before the end of the retraction period of seven clear days provided for in article L.121-20 of the Consumer Code. Reminder: Article L121-20-2 of the Consumer Code: "The right to retraction cannot be exercised, unless the parties agreed otherwise, for: 1^o Service delivery contracts, the performance of which begins, with the consumer's permission, before the end of the period of seven clear days".

III/ DETAILED DESCRIPTION OF THE SERVICES

3.1. Services reserved for the Customers

3.1.1. Subscription to the Services

- The Customers are the only subscribers to the Services under the terms of these General Terms of Use.
- Customers subscribe to the Services online on the website www.webinterpret.com at the end of the following processes:
 - Registration
 - Online confirmation of the Conference Request form including:
 - For the Participants: surnames, first names, telephone numbers and e-mail addresses, the language which they shall use during the Conference;
 - For the Interpreters:
 - Not Introduced: surnames, first names, telephone numbers and e-mail addresses, as well as the language(s) which they shall interpret during the Conference;
 - Introduced: selected from the list available on the Site of the Introduced Interpreter(s) for which the Customer is considering an Introductory service;
 - The date, time and, whenever the Customer intends to employ the services of one of the Introduced Interpreters, the estimated duration of the Conference.
 - The online confirmation of the Conference Creation form including:
 - Should the Customer not wish to use the Introductory service:
 - a summary of the information provided in the Conference Request form.
 - Should the Customer wish to use the Introductory service:
 - a summary of the information provided in the Conference Request form;
 - the choice of the Introduced Interpreters and the rate applicable to their services.
 - Payment by granting authorisation for payment under the conditions detailed in paragraph 4.3 of these General Terms of Use.
- The Customer commits to completing all the data entry fields included in the registration, Conference Request and Conference Creation forms in good faith.
- WEBINTERPRET reserves the right not to record a request for registration for the Services made by a physical or artificial person who does not accept to comply with the General Terms of Use of the Services or does not complete the various forms in full or in good faith.
- On registering, the Customer certifies:
 - For physical persons, to be over 18
 - To freely give their consent

3.1.2. Interpreter Appointment

The Customer may:

- Select one or more Interpreters from a list provided on the Site by WEBINTERPRET;
- Select one of more Interpreter(s) not registered on the Site.

Should one or more Interpreters be selected by the Customer from a list provided on the Site by WEBINTERPRET to interpret the Conference, WEBINTERPRET shall provide, in addition to the Connection, an Introductory service as defined in paragraph 3.1.4, below.

Should one or more Interpreters not registered on the Site be selected by the Customer, the Customer shall be responsible for their compensation and any claims liable to result from this appointment and the delivery of these services by the Interpreter

appointed in this manner. WEBINTERPRET cannot accept, in regard to this Interpreter, any obligations other than the Connection.

3.1.3. Conference Organisation

- As the only subscribers to the Services, the Customers must specify, for each Conference, the number of Users and, in particular, their names, telephone numbers and e-mail addresses, the language they shall use during the Conference, as well as the date and time of the Conference.
- The Customers guarantee WEBINTERPRET the accuracy of the information provided for the purposes of organising the Conference. Any delays in delivering or inability to deliver the Services as a result of the inaccuracy of this information cannot be attributed to WEBINTERPRET and shall not entitle the Customer to any compensation.
- The Customer specifically acknowledges that he/she is required to verify that the correct languages to be interpreted during the Conference have been given and that all the Participants are available. In case of error by the Customer in naming the language to be interpreted during the Conference, or should one or more of the Participants named be unavailable at the date and time scheduled by the Customer, the Customer shall remain liable to pay the Minimum Billing Amount provided for in article 4.2 of these General Terms of Service Use.
- The Customers specifically acknowledge that the delivery of the Services is dependant upon the Users' registration and their acceptance of these General Terms of Use.

3.1.4. Introduction

- *Service description*

WEBINTERPRET has selected a certain number of interpreters (henceforth referred to as the "Introduced Interpreters") who have provided proof of their professional qualifications and/or their linguistic experience in regard to the language which they propose to interpret on the Site www.webinterpret.com (henceforth referred to as the "Experience") and who are liable to provide, according to the Customer's requirements, the interpretation required for the Conference.

WEBINTERPRET offers the Customer, who accepts, the opportunity, on completing their Conference Request, to select the services of one or more Interpreters for the Conference from a regularly updated list available on the Site, stating the Experience of the Introduced Interpreter.

The Customer may access a range of information on the Introduced Interpreters, notably their Experience, rates and, if applicable, the assessments left by those who previously hired their services.

In order to reduce the risks of the Introduced Interpreters not being available, the Customer may select several Introduced Interpreters to assist each other in providing the same interpreting service.

Once the Conference Request has been confirmed by the Customer, WEBINTERPRET commits to contacting the Introduced Interpreter(s) as quickly as possible, informing him/her/them of the dates, times and estimated duration of the Conference.

Once collected, all this information shall be sent to the Customer as quickly as possible, along with the applicable rate, according to the rate regulations detailed in article 4.2, below.

The Customer may then select, from the available Introduced Interpreters, the Interpreter(s) who shall provide the interpreting service during the Conference. This selection is made on confirming the Conference Creation form.

Should the Interpreter(s) selected by the Customer on sending their Conference Request be unavailable, the Customer may either select alternative Interpreters under the conditions detailed above or modify the dates and times of the Conference which he/she wishes to organise.

The Customer specifically acknowledges that the Introductory service includes a fixed delay required to allow the exchange of information between WEBINTERPRET and the Introduced Interpreters, making it physically impossible to hold a Conference less than ONE working day after the Conference Request or, should the Introduced Interpreter be unavailable, after the modification of the Conference Request.

- *Status of the Introduced Interpreters*

The Introduced Interpreters who provide their services via the platform www.webinterpret.com are exclusively professionals who are either self-employed or operating as a group. The Introduced Interpreter declares and certifies that he/she has taken out insurance for his/her activities, in accordance with his/her professional regulations, covering any property, financial, physical or moral damage he/she might cause whilst using the platform www.webinterpret.com or on the occasion of this use, including any damage which might be done to the Customers.

- *Commitments of the Introduced Interpreters*

The Introduced Interpreters who have chosen to benefit from the technical resources of the platform www.webinterpret.com to provide online interpreting services commit to observing the following principles:

- 1- The Introduced Interpreter commits in his/her interpreting for the Customers/Participants to show respect for human life, people and dignity.
- 2- The Introduced Interpreter declares that he/she complies with the legal and statutory obligations which must be met in order to exercise his/her profession.

- *Conscience clause of the Introduced Interpreters*

Whenever the Introduced Interpreter considers that the behaviour of the Customer or Participant is not courteous and respectful, he/she can bring the Conference to an end. The implementation of the conscience clause by the Introduced Interpreter cannot be used as grounds for a complaint or a claim for a refund in cash or time units by the Customer in

regard to the Introduced Interpreter or WEBINTERPRET, nor grounds for compensation of any property, physical or moral damage alleged by the Customer. Any Introduced Interpreter may add a Customer or a Participant to a black list, preventing them from requesting or obtaining a Connection with this Introduced Interpreter.

- *Aim and objectives of the Introduction of an Interpreter*

The Customer acknowledges and accepts that the sole aim and unique objective of the Introduction by WEBINTERPRET of an Interpreter via the platform www.webinterpret.com is to provide an interpreting service without the need for travel.

The Customer acknowledges and accepts that WEBINTERPRET's involvement in the Introductory service is specifically limited to a simple intermediary role notably intended to simplify and accelerate the Customer's efforts to find an Interpreter liable to interpret the Conference that he/she is planning.

- *Limits of the Connection with an Introduced Interpreter*

The Customer acknowledges and accepts that the Services provided on the Site www.webinterpret.com cannot, on their own, notably:

- Enable him/her to achieve a specific or quantified result.

The Customer acknowledges and accepts that WEBINTERPRET does not notably systematically verify and accepts no liability in regards to:

- the quality, adequacy and compliance with the offer or the law of the Services proposed by the Introduced Interpreters;
- the assessments left by the Users;
- the solvency of the Users.

- *Customer's commitment in regard to the Connection with an Introduced Interpreter on the site www.webinterpret.com*

The Customer declares that he/she shall not:

1. Ask the Introduced Interpreter to perform translations unrelated to their Experience listed on the Site.
2. Ask the Introduced Interpreter to provide translations or services contrary to the latter's commitments, as detailed above.
3. Provide the Introduced Interpreter with information which he/she knows to be incorrect nor try to organise using methods or tricks which invoke his/her professional liability.
4. Try to invoke the professional liability of an Introduced Interpreter Connected with the Participants via the platform www.webinterpret.com on grounds relating to another other than a serious professional fault committed during a Connection via the platform www.webinterpret.com in breach of these General Terms of Use.

3.1.5. Personal area

- *Availability*

The Customers may access their personal area by activating their connection parameters (user name and access code), with which they are provided on registering with the Site www.webinterpret.com, with confirmation sent by e-mail. Customers must verify the validity of the e-mail address provided in the registration form as this e-mail address is used to log-in to the account and the personal area. Should the e-mail address provided be incorrect, the Customer may not be able to access his/her account and personal area: WEBINTERPRET cannot be held liable in such cases.

- *Liability for the connection parameters*

Each Customer must maintain the confidentiality of the connection parameters (user name and password), which he/she chose on filling in the registration form. He/she is responsible for all their use, regardless of whether he/she actually or specifically authorised each use. All Customers are forbidden from selling or transferring their connection parameters to any third parties.

Should the Customer forget his/her Password, it may be recovered once he/she has been identified via the online process.

- *Necessary precautions*

Customers must verify that their e-mail addresses and telephone numbers and those of the Users are valid and do not include any errors notably liable to prevent WEBINTERPRET from providing the Services or to result in this delivery not reaching its intended destination and falling into the possession of third parties.

Customer must verify that their e-mail addresses and telephone numbers are capable of receiving delivery of the Services. Should he/she fail to do so, the delivery of the Services may never reach him/her, without WEBINTERPRET being able to intervene in any way.

Each Customer must regularly modify and personalise the password allocated to him/her or which he/she chose on registering, using alphanumeric characters of the minimum length specified to ensure further security.

Each Customer must memorise his/her password without noting it down on a piece of paper or recording it in an electronic file and deactivate the password saving features on his/her internet browser and operating system, ensuring that no occasional users of his/her computer can access his/her personal area either inadvertently, maliciously or as a result of curiosity.

3.1.6. Cancellation

The Customer may cancel any Conference free of charge by logging on to his/her Personal Area at least 24 hours before the date stated on the Conference Creation form.

Should the Customer cancel less than 24 hours before the date given on the Conference Creation form, the Customer shall be liable to pay, should he/she have accepted the Introductory service for each Introduced Interpreter, the Minimum Billing Amount set according to the rate regulations of paragraph 4.2 of these General Terms of Use, or, should there be no Minimum Billing Amount, the sum of ONE HUNDRED Euros (100€) per Introduced Interpreter.

3.2. Services reserved for the Users

3.2.1. Connection

▪ *Service*

WEBINTERPRET Connects the Users, on the Customer's behalf, as follows:

- Call to the Participants on a telephone or computer meeting the necessary technical requirements;
- Software interface placed at the disposal of the Interpreters, enabling them to receive the Participants' conversation and instantaneously provide their interpretation;

▪ *Necessary technical requirements*

The Participants specifically acknowledge that the delivery of the Services is dependant upon:

- the possession of a working telephone connected to a telephone network

The Interpreters specifically acknowledge that the delivery of the Services is dependant on the possession of hardware meeting the following requirements:

- PC using Windows 2000/XP/Vista or GNU/Linux (2.6.x) or Mac (x86 or PPC) using Mac OS X 10.3.9 or higher,
- Broadband internet connection 128 kbps/128kbps (ADSL or cable),
- One of the following internet browsers :
 - o Microsoft Internet Explorer 6 or a later version
 - o Mozilla Firefox 2.0 or a later version
- 128 MB of RAM, 30 MB of disk space available on the hard drive.
- The installation of the communication software package made available for download from the Site by WEBINTERPRET;
- A headset compatible with the software package

The Interpreter acknowledges that he/she alone is liable for the installation, use and maintenance of his/her hardware. His/her Hardware must be certified and comply with the provisions of the CPCE (French Postal & Electronic Communication Code) and the applicable norms.

▪ *Effective date*

The Connection service only takes effect as of the actual connection of the Users. The time spent on hold whilst awaiting connection is not deducted from the Time Units.

Should the connection between the Users fail, for any reason whatsoever, no Time Units are deducted by WEBINTERPRET.

Should the connection between the Users be interrupted, for any reason whatsoever, the Time Units are deducted in proportion to the actual duration of the Connection.

▪ *Duration*

The duration of the Connection is measured by a programme built into the site www.webinterpret.com. The programme conserves and archives the hours, minutes and seconds between the start and end of the connection. The duration(s) measured by the programme is/are used as the basis for the deduction of the Time Units.

Any protests regarding the deduction of the Time Units must be sent by the Customer by e-mail to the address provided for this purpose in his/her personal area, before the end of the period of FIVE calendar days following the Connection which led to this deduction. In case of protest, the Users who were connected may be questioned on the accuracy of the times given. The confirmation or rejection of the actual duration of the connection by an Introduced Interpreter must be accepted by the Customer.

3.2.2. WebInterpret Solution User Licence

WEBINTERPRET grants the Users, who accept, a non-exclusive, non-assignable and non-transferrable licence to use the entire WebInterpret Solution within the strict limit of the aim of these General Terms of Use, i.e. the delivery of the Services.

In this regard, the Users specifically agree not to:

- Sell, assign, publish, present, disclose or make available to third parties any of the software and/or hardware placed at their disposal by WEBINTERPRET under the terms of these General Terms of Use;
- Reverse engineer, decompile or disassemble the WebInterpret Solution, except as specifically authorised by the legislation in force;
- Delete the references relating to the identification and ownership of the WebInterpret Solution;
- Rent, lend or use the WebInterpret Solution in order to share it with or place it at the disposal of third parties to these General Terms of Use;
- Publish any tests or analyses of the performance or assessments of the WebInterpret Solution, except with the prior, written permission of WEBINTERPRET;
- Access the source codes of the software which comprises the WebInterpret Solution;
- Use or copy the WebInterpret Solution in any manner not specifically authorised under these General Terms of Use.

3.2.3. Assessment

For each Introduced Interpreter, every Participant may provide an assessment of the quality of the interpreting service which he/she received during the Connection.

The summary of these assessments is visible by the other Customers and Users of the Site, as are the comments left by the Participants who were Connected.

Immediately after the Connection, each Participant is given the opportunity to provide an assessment of the Connection, and, if applicable, an assessment of the behaviour of the Introduced Interpreter.

Participants must show moderation and objectivity in providing this Assessment.

The Participant assesses the Introduced Interpreter in regard to the quality of the service provided, the observance of the General Terms of Use of the Services and, in particular, compliance with laws and regulations and certain moral values such as the respect of others, courtesy, good faith and loyalty.

Each Connection is given a negative, neutral or positive assessment.

An overall mark based on the sum of the individual assessments is then calculated and published according to the specifications described on the Site.

The Participant may also leave comments on an Introduced Interpreter. He/she must do so in a reasonable and objective manner. The assessments and comments are in fact then freely accessible on the Site and consequently available to all Customers and Users.

The sum of the individual assessments enables the calculation of the overall assessment of any Introduced Interpreter. However, if a Participant provides several assessments of a single Introduced Interpreter, an average of these assessments shall be calculated. This average assessment shall then be considered as a single assessment.

Any false assessments provided to oblige an Interpreter, such as an assessment by an employee, partner, family member or friend of the Introduced Interpreter shall be removed from the Site and shall result, if appropriate, in the suspension or striking-off of the Introduced Interpreter.

Any Customer or User may access the assessment information on an Introduced Interpreter before confirming that he/she wishes to be Connected.

All Participants acknowledge that they alone are liable for the publication of their assessments and that they are consequently liable for any damage caused to the Introduced Interpreter as a result of their assessment.

The aim of the assessment process is not to provide an outlet or forum for dissatisfied Participants but rather to contribute to the correct running of the Services by providing Participants with an assessment of the quality of the Services which is as objective as possible and by reporting certain kinds of inappropriate behaviour.

WEBINTERPRET does not approve the assessments and accepts no editorial or other liability in regard to any negative or inappropriate comments which might be made in the assessments given that WEBINTERPRET does not systematically review the assessments which are left on the Site. However, WEBINTERPRET reserves the right to remove any assessments which it considers to be offensive, crude, slanderous, clearly excessive or unnecessarily hurtful.

WEBINTERPRET may also remove any assessments which contain non-transmissible personal data or any other information which is inappropriate or invasive of privacy.

Any Introduced Interpreter who considers he/she has been prejudiced by an assessment may refer the matter to WEBINTERPRET which may in turn decide to remove the assessment if it considers the request to be justified.

IV / RATES

4.1. WEBINTERPRET Service Rates

4.1.1. Method of calculation

- The term WEBINTERPRET Services refers to all the Services proposed according to of these General Terms of Use, excluding the Introductory service and the compensation of the Interpreter(s).
- The rates for all the WEBINTERPRET Services are calculated by multiplying the unit rate of a Time Unit, as given on the Site at the time of the Creation of a Conference, by the number of Time Units used during a Conference.
- The number of Time Units required to provide the WEBINTERPRET Services are calculated by multiplying:
 - The actual duration of the Connection in minutes;
 - The number of Participants selected on Creating the Conference;
 - And the number of Interpreters selected on Creating the Conference, regardless of whether they were Introduced or not.
- The Time Unit rates are those listed on the Site www.webinterpret.com when the Customer requests the Connection, by confirming the Conference Request form. The rates are identical for all the Customers.
- The Customer declares that he/she systematically consults the rates displayed prior to each Connection request and acknowledges that his/her Conference Request is considered as acceptance of the applied rates.

4.1.2 Billing per service

Billing per service is the default billing method.

For each Conference, WEBINTERPRET shall send the Customer an invoice detailing the Time Units used and the unit rate applicable at the time of the Conference Request.

4.1.3. Joint billing terms and conditions

- The invoices are issued by WEBINTERPRET to the Customer in electronic form via the valid e-mail address provided by the latter in the registration form, based on the Services ordered.
- Any invoice which is not contested by the Customer within eight days of its date of issue is deemed to have been definitively accepted by the latter in regard to its content and total amount. Should the Customer contest an invoice, this cannot under any circumstances exempt him/her from paying it or justify its reimbursement as a precaution. Supposing that this contestation is justified, any reduction of the contested invoice shall result in its total or partial refund.
- The Customer acknowledges that the records and back-ups (including any connection data) made on the Site (henceforth referred to as the "Electronic Documents") shall have full probative value between both the Customer and the Introduced Interpreters and the Customer and WEBINTERPRET. Therefore, the Electronic Documents (including their date and time) shall have probative force in any disputes between the parties.
- The Customer recognises, in its contractual dealings with WEBINTERPRET, the validity and probative force of e-mails. Likewise, the detailed statements of the time used, which list the Conferences held by the Users and are used as the basis for billing, as well as their reproductions on microfiches, optical or magnetic disks, magnetic tapes, conserved by WEBINTERPRET, are opposable to the Customer as evidence.
- WEBINTERPRET shall conserve, on the Customer's behalf, the Electronic Documents providing proof of the Connections. All Customers may access the Electronic Documents relating to their Connections by sending a request to WEBINTERPRET. The other Electronic Documents such as the Site connection data and all the records which may be requested by the legal authorities in accordance with WEBINTERPRET's legal data retention obligations shall be conserved.

4.1.4. Payment of the communication costs

By default, the rate of the Services includes the cost of the means of Telecommunication used for the Connection. However, in certain specific cases, and notably in certain countries, specifically listed on the Site in the applicable rates section, WEBINTERPRET reserves the right to increase the rates in order to cover any additional Connection costs.

The Customer specifically acknowledges that he/she regularly acquaints him/herself with any additional costs applicable in these specific cases by consulting the rates listed on the Site, particularly prior to any Conference Request.

4.2 Introduced Interpreter Rates

4.2.1. Method of Calculation

- Should the Customer subscribe to the Introductory service as detailed in article 3.1.4 of these General Terms of Service, the Customer specifically gives permission to WEBINTERPRET to pay the sums owed to the Introduced Interpreters in compensation for their interpreting services in his/her name.
- The method used to calculate the Introduced Interpreters' rates is unrelated to the rates of the WEBINTERPRET Services. In this respect, the Customer specifically acknowledges that the Introduced Interpreter remains entitled to set his/her rates according to the amount of time used or on a fixed sum basis and that WEBINTERPRET remains entitled to apply commission in return for the Introductory service.
- The Introduced Interpreters' rates are listed on the Site's introductory pages, which notably provide details of the Experience of each Introduced Interpreter.
- For each Conference, the Introduced Interpreter remains entitled to set a fixed amount which shall be billed to the Customer in return his/her interpreting services (henceforth referred to as "the Minimum Billing Amount"). This sum is listed along with the Interpreter's rates and shall be billed regardless of the actual duration of the Connection.
- The Minimum Billing Amount shall only be billed to the Customer if: 1) the Introduced Interpreter opted for a method of billing according to the amount of time used and 2) the amount to be billed for the time used does not exceed the Minimum Billing Amount.
- The rates of the Introduced Interpreter and the Introductory service are approved by confirming the Conference Creation form according to the terms and conditions detailed in article 3.1 of these General Terms of Use.
- The Customer commits to paying the full price of the service to WEBINTERPRET.

4.2.2. Billing

The invoices are issued by WEBINTERPRET to the Customer in electronic form via the valid e-mail address provided in the registration form by the latter and mention, for each Conference for which the Introductory service was used, the name of the Introduced Interpreter(s) Connected and the total price, including VAT, of the services provided by each Introduced Interpreter.

4.3. Payment

- WEBINTERPRET employs the services of the company PAYPAL® to ensure that Customer payments are as secure as possible. The Customers commit to following all the recommendations made by the company PAYPAL® throughout the payment process.
- Once the estimated duration of the Conference has been specified by the Customer in the Conference Creation form, the Customer shall be informed of the estimated cost of the Conference and shall provide, via the PAYPAL® payment process,

grant permission for the payment of a sum equivalent to 120% of the estimated total cost of the Conference in order to cover any overrunning of the estimated duration of the aforementioned Conference.

- WEBINTERPRET and the company PAYPAL® shall only debit the exact sum owed by the Customer at the end of the Conference: the Customer specifically authorises WEBINTERPRET and the company PAYPAL® to do so. In case of overrunning of the estimated duration of the Conference by the Users, the Customer specifically authorises WEBINTERPRET and the company PAYPAL® to debit any sums owed by the Customer for this overrunning.
- The Customer acknowledges and accepts that any Conference whose actual duration results in its cost exceeding 138% of the estimated amount for which the Customer previously approved payment shall be immediately interrupted by WEBINTERPRET, without the Customer or the Users being able to claim any damages, either direct or indirect, in regard to this interruption.
- Any modification of the characteristics of the Conference before it is held, particularly the addition or removal of any Participants, Interpreters or Introduced Interpreters, shall result in the cancellation of the payment authorisation previously provided by the Customer and the issuing of a new payment authorisation under the conditions detailed above.
- For payments by bank card on the Site or via any secure payment partner, Customers should note that article L132-2 of the French Monetary and Financial Code states that a payment can only be opposed in case of loss, theft or fraudulent use of the card or the data required to use it. The cardholder may be held criminally liable (up to five years imprisonment and/or a fine of 375,000 euros) in case of illegal opposition (not justified by a loss, theft or fraudulent use)

V / WARRANTIES AND EXCLUSIONS

5.1. WEBINTERPRET

- WEBINTERPRET merely technically permits the Connection of the Users by means of the WebInterpret Solution.
- At no time is WEBINTERPRET able to examine the content of the exchanges between the Users, even at the Customer's request in order to restore data or information he/she accidentally deleted from his/her personal area.
- Whenever the Customer cancels his/her registration for the services by closing his/her account, his/her personal area is deleted from the server of the platform www.webinterpret.com and all the data stored in it is systematically and automatically deleted, without it being possible to recover it. If the Customer re-registers by opening a new personal area, even with the same login details, he/she shall access an empty personal area and shall not be able to recover the information stored in his/her previous personal area.
- WEBINTERPRET cannot guarantee the achievement of any results through the use of the Services. The Customer alone is liable for the use of the Services, as is the Interpreter, within the limits of his/her professional liability.
- WEBINTERPRET cannot be held liable by the Customer, a User or a third party connected to them, including in relation to the provision of the technical resources which might have contributed to causing the alleged damage, for the content or quality of the interpretations provided, including the illegality of such content, as WEBINTERPRET does not have access to this information and possesses neither the skills required to assess their relevance nor the skills required to assess the ability of the Introduced Interpreters registered on the platform www.webinterpret.com.
- In any case, WEBINTERPRET in no way guarantees that (i) the Services proposed on the Site www.webinterpret.com shall meet all the Customer's demands, (ii) that the platform www.webinterpret.com shall be permanently available without interruption, practical, reliable and free of errors, (iii) that the Services provided by using the platform www.webinterpret.com shall be effective, accurate, reliable and free of errors.
- Insofar as is permitted by the applicable regulations, WEBINTERPRET cannot be held liable for any direct, incidental or indirect damages or damages of any kind whatsoever (particularly loss of income, operational interruptions, missing of deadlines, loss of opportunities or damages of any other kind) resulting from the Customer or User using or being unable to use the Services, even if WEBINTERPRET was warned in any way whatsoever of the possible occurrence of such damage.
- Under no circumstances may WEBINTERPRET be held liable for the Customer's use of the information obtained whilst using the Services, notably in regards to third parties.
- Should the site www.webinterpret.com be deemed to be fully or partly illegal according to a local law, the Customer must access the site from other territories where it is considered to be legal. Any Customers who choose to access the platform www.webinterpret.com from other locations do so on their own initiative, with full knowledge of the facts and at their own risk and must assume the implementation of the local public regulations.
- As certain countries and jurisdictions do not permit the exclusion of tacit warranties or the limitation of the duration of tacit warranties, the aforementioned limitations may not totally or partially apply in certain cases where such limitations are prohibited by public order regulations. In these cases alone, WEBINTERPRET's total liability, in regard to the application of these public order regulations, shall be limited to the amount actually paid by the Customer for the Service which resulted in the damage which was alleged and legally acknowledged to have been established.

5.2. Customers and Users

All Customers and Users commit to observing the applicable laws and regulations in order to avoid ever disrupting public order, moral standards or the rights of third parties and to notably ensuring, without this list being limitative, that any data transmitted whilst using the Services:

- does not contain pornographic or paedophilic material;
- does not incite violence, crime, misdemeanours, suicide, acts of terrorism, theft, acts of damage or deterioration;
- does not praise war crimes, crimes against humanity and acts of terrorism;
- does not incite discrimination, hatred or violence towards a person or a group of persons due to their origin or their belonging to an ethnic group, nation or race or because of their religion or morals;
- does not affect in any way whatsoever the honour or esteem of a person;

- o does not infringe upon the safety, privacy, image and personal privacy of a third party.

VI / TERMINATION

6.1. Termination without default

Each Party is entitled to terminate the Services subject to the payment by the Customer of the Service provided by WEBINTERPRET.

6.2. Termination for default

In case of non-compliance with the General Terms of Use of the Services and particularly in case of misappropriated use of a Service by the Customer or User or failure to pay, WEBINTERPRET reserves the right to unilaterally terminate the Service at any time without compensation, following the serving of official notice which remains without effect for fifteen (15) days as of its receipt by the Customer or User.

Any termination results in the immediate payability of the sums owed by the Customer and the fulfilment of any other obligations provided for in these General Terms of Use.

VII / COMPLAINTS - COMPENSATION

In case of complaints of any kind whatsoever, the Customer must send his/her request via the "Assistance" section of his/her personal account or by letter to the following address: "WEBINTERPRET Customer Service Department – CICA, 2229 Route des Crêtes - 06560 VALBONNE SOPHIA ANTIPOLIS – FRANCE".

The complaint shall be answered within between five working days and a month, by letter if specifically requested by the Customer.

If at the end of this period, the Customer has not received a satisfactory reply, he/she may send a second request, sending notification by registered letter with acknowledgment of receipt. His/her request shall be processed within a month of receipt of this notification.

In all correspondence sent to WEBINTERPRET, both by e-mail and letter, the Customer commits to mentioning his/her first name and surname, e-mail address and login name, making it possible to identify him/her and to process his/her requests. Any incomplete request cannot be processed by WEBINTERPRET.

VIII/ FORCE MAJEURE

8.1. Principle and definition

- None of the parties shall be held liable in regard to the other for the non-fulfilment or delays in the fulfilment of an obligation under the terms of this contract due to the actions of the other party following the occurrence of a case of force majeure as defined in article 1148 of the Civil Code.
- The following are specifically considered as cases of force majeure or acts of God, in addition to those normally accepted according to the jurisprudence of French courts and tribunals: blocking of telecommunications, including telecommunication networks, total or partial strikes, lock-outs, riots, civil unrest, uprisings, civil or foreign wars, nuclear risk, embargoes, confiscation, capture or destruction by any public authority, bad weather, epidemics, blocking of means of transport or supplies for any reason whatsoever, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, legal or statutory modifications of the forms of marketing, computer failure, any consequences of a technological development which could not be foreseen by WEBINTERPRET and which challenge the norms and standards of the profession and any other circumstances which are unforeseeable, unstoppable and beyond the control of the Parties and which prevent the normal fulfilment of their reciprocal obligations.

8.2. Implementation

- Should such an incident of force majeure occur, the obligations of this contract are suspended. If the case of force majeure lasts more than ONE month, this contract is automatically cancelled, without formality.

IX/ APPLICABLE LAWS AND ASSIGNMENT OF JURISDICTION

9.1. Applicable law

- These General Terms of Use of the Services are subject to French law. Should a Customer be based abroad and/or not be a French national, he/she accepts that the contractual dealings between him/herself and WEBINTERPRET are not governed by the United Nations Convention on Contracts for the International Sale of Goods, whose application is specifically excluded.

9.2. Language

The official language of these General Terms is French. The use of any other language is for information purposes only. In case of difficulties in interpreting the text, the Parties shall refer to the French version alone.

9.3. Court with jurisdiction

- Any disputes relating to the validity, interpretation, performance or non-performance of these General Terms of Use of the Services which govern the dealings between the Parties shall be referred to the competent Court of the place in which the registered head-office of WEBINTERPRET is located: this cannot affect WEBINTERPRET's rights to instigate legal proceedings against any person having infringed upon its rights, before a court which would have jurisdiction should the aforementioned clause not exist.

