



# **JONCKERS**

## **OrderNow & Subscription**

### **Terms & Conditions**



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## 1. Document version control

Date	Version	Amendment details	Author
	V1.1	Template creation	Quality Management dpt.
19.04.2021	V2.0		Legal
22.04.2021	V2.1	Go-live version	

## 2. Introduction

- 2.1. These Terms and Conditions (hereinafter the “Terms”) apply to all services, products or applications (hereinafter the “Services”) available to you via OrderNow platform. Please read these terms carefully before using the Services.
- 2.2. The Services are provided to you by SA JONCKERS TRANSLATION & ENGINEERING, a company registered in Belgium under company number 0475.391.456 with a registered office at Avenue de Tervueren 252-254/1, 1150 Brussels, Belgium, VAT number BE 0475391456 (hereinafter “JONCKERS”, “we”, “us” or “our”).
- 2.3. Services include, but are not limited to Standard translation, Enterprise translation, Premium translation, APIs, or integration services provided through OrderNow platform to our customers (hereinafter “you”, “your” or “Customer”).
- 2.4. By using the Services, you acknowledge that you have read and accepted these Terms and agree to abide by and be bound to all Terms described below. If you are using the Services on behalf of an organization or entity (hereinafter the “Organization”), then you are agreeing to these Terms on behalf of that Organization and you represent and warrant that you have the authority to bind the Organization to these Terms. In that case, “you” and “your” refers to you and that Organization.
- 2.5. In order to use the Services, you must be at least eighteen (18) years of age, or the age of legal majority in your jurisdiction (if different than 18).

## 3. Payment terms

- 3.1. In order to use the Services, you must register for and maintain an active user Services account (hereinafter the “Account”).
- 3.2. JONCKERS’ fee for a task will be stated to the Customer prior to placing the Order. Customers can place an Order by providing all the required information via the OrderNow platform, including, but not limited to content type and service level. You agree to pay the fee that is specified in the Order or the subscription depending on the chosen option.
- 3.3. Payment to JONCKERS for Services provided will be processed through a third party platform, credit card processor or bank transfer and you agree to abide by its terms policies.
- 3.4. Following types of ordering models are available on OrderNow platform:

- 3.4.1. Pay-as-you-go
- 3.4.2. Starter Subscription
- 3.4.3. Professional Subscription
- 3.4.4. Enterprise Subscription

subject to additional terms and conditions available on the following Pricing website : [www.wordsonline.com](http://www.wordsonline.com).

- 3.5. Depending on the plan you choose, we may bill you at the moment of placing the Order, monthly or annually. We reserve the right to change our prices and will provide notice of the change on the OrderNow platform. Your continued use of the Services after the price change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with Services.



- 3.6. If the invoice is not paid within eight days of the invoice date, interest shall automatically be charged at 8% per annum without notice of default and without prejudice to any other claim for compensation. In case of non-payment, the amount on the invoice shall be increased by an indemnity of 15% of the outstanding amount, with a minimum of 250 Euros, without prejudice to any other claim for compensation.
- 3.7. No refunds shall be provided.
- 3.8. The monthly or annual subscription will automatically be renewed unless cancelled. The Customer can cancel the subscription at any time but no later than 5 days prior to the end of the month for monthly subscription and no later than 3 months before the end of the annual subscription.
- 3.9. JONCKERS reserves the right in its sole discretion to cease or suspend providing all or any part of the Service immediately without any notice to you if you breach, or threaten or intend to breach, these Terms.

## 4. Responsibilities in respect of the services

- 4.1. JONCKERS will make reasonable effort to keep OrderNow platform operational. However, JONCKERS also reserves the right, at any time, to modify or discontinue, temporary or permanently, functions and features of the OrderNow platform for valid reasons such as in case of genuine interruption, modification, or discontinuation of the Service, or need to repair, maintain or improve the existing functions or features, or to add new ones.
- 4.2. JONCKERS may use third party contractors, such as Translators and Revisers, to provide the Services to Customers. As such, you agree that JONCKERS may sublicense its rights under these Terms to third parties to act on JONCKERS' behalf, provided that such third parties are contractually bound by terms no less protective of Customer than these Terms. JONCKERS is solely responsible for paying and resolving all disputes with third party contractors and Translators.
- 4.3. In connection with Services, Customers are obliged to provide all necessary and relevant information to JONCKERS regarding the text to be translated.
- 4.4. Customers warrant that the Materials will not and do not infringe or violate any third party's rights, any law, and do not contain any offensive or unacceptable content.
- 4.5. If Customers do not wish to disclose any confidential or other personally identifiable information, they are solely responsible for editing or removing it from the Materials.
- 4.6. If Customers make changes to an order after it has been placed, and if these changes are not limited in scope, JONCKERS reserves the right to change the time of delivery and / or the fee in relation to the nature of changes in the Order. JONCKERS shall unilaterally decide if a change is limited in scope or not.
- 4.7. Customer has the right to cancel any Order. If Customer cancels an Order after it has been placed, the Customer shall pay the entire agreed fee unless otherwise agreed with JONCKERS. JONCKERS shall deliver all work, which has already been performed, to the Customer.

## 5. Intellectual Property

- 5.1. All intellectual property rights in the translated content, as well as the ownership of the translation shall only be assigned and transferred to Customers upon the payment in full of the invoice and their compliance with these Terms. In the event of abuse in this regard (if, for example, a Customer disputes the fee – even if only part thereof – and still uses the translation), JONCKERS has the right to demand a fixed indemnity of 2.000 Euros, without prejudice to the right to institute proceedings for infringement of copyright



- 5.2. All intellectual property rights associated with JONCKERS services, including software, business secrets and know-how belong to JONCKERS with all rights reserved.
- 5.3. The trademark names, logos and service marks (hereinafter the “Trademarks”) such as JONCKERS, WordsOnline, are Trademarks of JONCKERS. No content of these Terms shall be construed as granting any license or right to use Trademarks without being priorly authorized by JONCKERS in written form. Content of the Services is protected by intellectual property laws and may not be copied, distributed, modified, published, or transmitted in any manner.
- 5.4. JONCKERS Services may include APIs, integrations or other software (hereinafter the “Materials”) to facilitate your use of our Services and is deemed a part of the Services. If you choose to use such Materials, JONCKERS grants you personal, worldwide, royalty-free, non-assignable and non-exclusive license for use in order to enable you to use Services provided by JONCKERS, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Materials or Services, nor may you reverse engineer or attempt to extract the source of the Materials or Services.
- 5.5. If Customers submit feedback or suggestions about Services, JONCKERS may use such feedback or suggestions without obligation to the Customers.
- 5.6. Customer materials will be disclosed to potential Translators in order to provide the Services, or to improve the Services we provide, such as training machine-learning systems. By doing this, we are not making the Customers’ materials or translated works publicly available.

## 6. Delivery terms

- 6.1. JONCKERS shall, as far as possible, comply with agreed delivery deadlines, subject of cases where JONCKERS awaits input / material from Customer. If no delivery period was provided, the Order shall be performed at any rate which, in addition, is considered reasonable by the scope of the Order.
- 6.2. If JONCKERS is delayed in its delivery to the Customer, this does not entitle the Customer to cancel the Order until after written request to JONCKERS to correct the issue. After that, JONCKERS has a reasonable time to deliver the service as agreed.

## 7. Complaints

- 7.1. If the Customer is dissatisfied with a Service provided by JONCKERS, the Customer shall within 5 days, from receipt of the Service, submit a written complaint to JONCKERS, by registered letter, with a copy by fax or e-mail. The complaint shall contain a detailed explanation of the discontent. If the Customer has not submitted a complaint to JONCKERS within the review period laid down, the Service is deemed to be approved by the Customer and the Customer loses any remedy in relation to misconduct. Complaints received after that date or which are sent without giving reasons will be considered null and void.
- 7.2. If JONCKERS considers a complaint to be justified, JONCKERS will, as far as possible, meet the complaint and change the Service provided by providing a correction.
- 7.3. Submission of a complaint shall under no circumstances exempt the Customers of their payment obligations. Complaints cannot automatically give rise to a dispute over the invoice. Indeed, in the event of a faulty supply, whatever the reason, the JONCKERS must first be given the opportunity to correct its error before there can be any question of a reduced or entirely disputed invoice.
- 7.4. The Customer shall pay investigation costs arising from unfounded complaints.



- 7.5. JONCKERS is not responsible if the translation did not adopt the typical jargon or the in-house terminology of a company or Customer if the Customer did not inform us in advance of such jargon or in-house terminology.

## 8. Liability for damages and indemnification

- 8.1. JONCKERS assumes no responsibility for damages or financial loss, including but not limited to, operational loss, loss of profit, loss of data, loss of material, or any other indirect financial loss suffered as a consequence of use of product or services provided by JONCKERS.
- 8.2. JONCKERS is not responsible for any loss inflicted on the Customer, as a direct or indirect result of the fact that JONCKERS is prevented or delayed in fulfilling its obligations due to conditions that are beyond JONCKERS' control.
- 8.3. Customers shall bear all risk using the text translated by JONCKERS, including personal injury and financial damage. It is expected that Customer checks the correctness of Services delivered by JONCKERS. Thus, the Customer may not hold JONCKERS responsible for loss or damage caused by the use of documents or information from the Customer that JONCKERS may have provided.
- 8.4. JONCKERS obligations under this agreement shall be excused in case of a force majeure or any cause that is not reasonably foreseeable or beyond JONCKERS' reasonable control.
- 8.5. In the event that JONCKERS' delivery violates third party's right, JONCKERS is entitled to (i) seek to acquire the Customer the right to use the delivery as provided, (ii) to terminate the violation by changing or replacing the delivery of choice, or (iii) terminate the agreement against repaying the consideration received.
- 8.6. If the Customer is notified and/or brought an action for infringement of third party rights, the Customer is obliged to notify JONCKERS in writing thereof.
- 8.7. The Customer shall indemnify JONCKERS for any claim for damages made by third parties as a result of JONCKERS' performance of a task for Customer.
- 8.8. In all cases, JONCKERS' total liability is limited to the amount of the invoice and is subject to the Customer sending a written claim within 30 days from JONCKERS' delivery.

## 9. General

- 9.1. This agreement and any matter or dispute arising out of or related to the subject matter of this agreement, shall be governed, construed, and enforced in accordance with the Laws of Belgium, without regard to its conflict of laws rules.
- 9.2. JONCKERS reserves the right to change or update these Terms at any time.
- 9.3. The latest version of these Terms and Conditions is always available on the website
- 9.4. If you do not accept all applicable Terms, please refrain from using the Services.
- 9.5. Any deviation from these Terms shall be in writing and signed by JONCKERS in order to be applicable.

## 10. Privacy statement

- 10.1. In addition to these Terms, please read the [JONCKERS Privacy Policy](#) carefully as it governs our use and collection of personal information.